

C Counterparts - C.T. Kappler

RECORDATION NO 17521 FILED 1425

SEP 11 1991 -12 25 PM

INTERSTATE COMMERCE COMMISSION

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

RECORDATION NO 17521 FILED 1425

SEP 11 1991 -12 25 PM

INTERSTATE COMMERCE COMMISSION

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

RECORDATION NO 17521 FILED 1425

SEP 11 1991 -12 25 PM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBAN A. LESTER

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

September 11, 1991

1-254A015

B60

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO 17521 FILED 1425

SEP 11 1991 -12 25 PM

-C

SEP 11 12 25 PM '91
NOTOR OPERA

Dear Mr. Strickland:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two executed and acknowledged copies and three confirmed copies each of the following documents:

1. Equipment Lease Agreement (GATC Trust No. 91-1) dated as of September 5, 1991.

New No.

2. Trust Indenture and Security Agreement (GATC Trust No. 91-1) dated as of September 5, 1991.

- A

3. Lease Supplement (GATC Trust No. 91-1) No. 1 dated as of September 12, 1991.

- B

4. Trust Indenture Supplement (GATC Trust No. 91-1) No. 1 dated as of September 12, 1991.

- C

Items 1 and 2 above are primary documents and Items 3 and 4 are secondary documents as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed documents are:

Items 1 and 3

Lessor: The Connecticut National Bank, as Owner Trustee
777 Main Street
Hartford, Connecticut 06115

Lessee: General American Transportation Corporation
120 South Riverside Plaza
Chicago, Illinois 60606

Mr. Sidney L. Strickland, Jr.
September 11, 1991
Page Two

Items 2 and 4

Owner Trustee: The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Indenture Trustee: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$60.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed documents to appear in the Commission's Index is:

Equipment Lease Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 between the Connecticut National Bank, Lessor, and General American Transportation Corporation, Lessee, as supplemented by Lease Supplement (GATC Trust 91-1) No. 1 dated as of September 12, 1991; Trust Indenture and Security Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 between The Connecticut National Bank, Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, as supplemented by Trust Indenture Supplement (GATC Trust No. 91-1) No. 1 dated as of September 12, 1991 covering 1341 railcars bearing GACX or GATX reporting marks and road numbers.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Sep-91

TANK AND FREIGHT CAR EQUIPMENT SCHEDULE
GATC TRUST NO. 91-1

SCHEDULE 1

GROUP	DOT CLASS	DESCRIPTION	# OF CARS	CAR INITIALS	CAR NUMBERS
A	COVERED HOPPER	4900 Cu. Ft. AIRSLIDE	58	GACX	56786-56809, 56811-56820, 56822-56823, 52826, 56765-56785.
B	COVERED HOPPER	5125 Cu. Ft. POWER-FLO	41	GACX	10150-10174, 10175-10177, 10179, 10180, 10182-10186, 10188-10193.
C	111-A-100-W-1	14,000 GALLON EC/I	9	GATX	69286-69294.
D	111-A-100-W-1	26,000 GALLON EC/I	30	GATX	54100-54129.
E	111-A-60-AL-W-2	20,000 GALLON MC/NI	46	GATX	73790-73817, 78545-78562.
F	111-A-100-W-2	13,000 GALLON MC/NI	62	GATX	7368, 7376, 7381, 7382, 7385, 7397-7453.
G	111-A-100-W-1	13,000 GALLON MC/I	20	GATX	50060-50079.
H	111-A-100-W-1	16,000 GALLON EC/I	11	GATX	4476, 4484-4486, 4520, 4535, 4536, 4538, 4539, 4554, 4555.
I	111-A-100-W-1	13,000 GALLON EC/I	59	GATX	50080-50099, 69276-69285, 69295-69298, 69316-69340.
J	111-A-100-W-1	20,000 GALLON EC/I	105	GATX	37067-37096, 37105-37179.
K	111-A-100-W-1	23,000 GALLON EC/I	331	GATX	3201, 3203-3219, 3221-3255, 3257-3258, 3260-3284, 3286-3299, 3301-3332, 3334, 3335, 3340-3347, 3349-3401, 3403-3407, 3410, 3635-3699, 3878-3881, 3883, 3888-3892, 3902-3937, 11169-11193.
L	111-A-100-W-1	26,000 GALLON MC/NI	26	GATX	53902-53927.
M	111-A-100-W-1	26,000 GALLON IC/NI	31	GATX	54069-54099.
N	111-A-100-W-1	29,000 GALLON MC/NI	76	GATX	29855-29888, 29890-29898, 29900-29906, 29929-29938, 29940-29942, 29944-29951, 29953, 29955-29958.
O	111-A-100-W-1	17,000 GALLON EC/I	122	GATX	4414-4415, 4417-4430, 4434-4435, 4437-4442, 4445, 4447-4475, 4477-4478, 4480-4483, 4487-4519, 4521-4534, 4537, 4540-4552, 4553.
P	111-A-100-W-1	25,000 GALLON EC/I	23	GATX	57778-57800.
Q	105-S-500-W/112-S-400-W	17,300 GALLON MC/I	16	GATX	68784-68799.
R	105-S-300-W	20,000 GALLON MC/I	20	GATX	26338-26350, 26356-26359, 84270-84272.
S	105-J-300-W	33,500 GALLON MC/I	53	GATX	66101-66153.
T	105-A-500-W	20,000 GALLON MC/I	16	GATX	7821-7836.
U	105-A-500-W/105-J-400-W	33,500 GALLON MC/I	150	GATX	61501-61650.
V	COVERED HOPPER	5700 Cu. Ft.	6	GACX	74156, 74158, 74163-74165, 74167.
1990 TOTAL			1,311		
W	111-A-100-W-1	27,000 GALLON EC/I	18	GATX	54039-54042, 54055-54068.
X	111-A-100-W-1	29,000 GALLON MC/NI	5	GATX	29815, 29816, 29827-29829.
Y	111-A-100-W-1	17,000 GALLON EC/I	7	GATX	4431, 4432, 4436, 4443, 4444, 4446, 4433.
1989 TOTAL			30		
GRAND TOTAL			1,341		

Interstate Commerce Commission

Washington, D.C. 20423

9/11/91

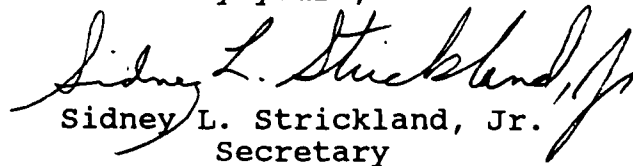
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord And Alvord
200 World Center Building
918 Sixteenth Street, N. W.
Washington, D. C. 20006-2973

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/11/91 at 12:25PM , and assigned recordation number(s). 17521, 17521-A, 17521-B, 17521-C.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

New No.

[Execution Copy]

17521

EQUIPMENT LEASE AGREEMENT
(GATC Trust No. 91-1)

REGISTRATION NO. _____ FILED 1991

SEP 11 1991 -12:00 PM

Dated as of September 5, 1991

Between

INTERSTATE COMMERCE COMMISSION

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity except
as expressly provided herein but
solely as Owner Trustee,
Lessor

and

GENERAL AMERICAN TRANSPORTATION CORPORATION
Lessee

Covered Hoppers and Tank Cars

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE HEREUNDER HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (GATC TRUST NO. 91-1), DATED AS OF September 5, 1991 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THIS LEASE. SEE SECTION 25.2 FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September __, 1991 at [__:__] __.M. Recordation Number _____, and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on September __, 1991 at [__:__] __.M.

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**EQUIPMENT LEASE AGREEMENT
(GATC Trust No. 91-1)**

This EQUIPMENT LEASE AGREEMENT (GATC Trust No. 91-1), dated as of September 5, 1991 (the "Lease"), between The Connecticut National Bank, a national banking association, not in its individual capacity except as expressly provided herein, but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Transportation Corporation, a New York corporation ("Lessee").

W I T N E S S E T H :

Section 1. Definitions.

Unless the context otherwise requires, all capitalized terms used herein without definition shall have the respective meanings set forth in Appendix A hereto for all purposes of this Lease.

Section 2. Acceptance and Leasing of Equipment.

Lessor hereby agrees (subject to satisfaction or waiver of the conditions set forth in Section 4.1 and 4.3 of the Participation Agreement), simultaneously with the delivery of each Unit from Lessee to Lessor and acceptance thereof by Lessor, to accept delivery of such Unit from Lessee, as evidenced by the execution and delivery by Lessor of a Certificate of Acceptance with respect to such Unit and thereafter to lease such Unit to Lessee hereunder, and Lessee hereby agrees (subject to satisfaction or waiver of the conditions set forth in Section 4.4 of the Participation Agreement) to lease from Lessor hereunder, such Unit, as evidenced by the execution and delivery by Lessee and Lessor of a Lease Supplement covering such Unit. Lessor hereby authorizes one or more employees of Lessee, designated by Lessee, to act on behalf of Lessor as its authorized representative or representatives to accept delivery of the Equipment, to execute and deliver such Certificate of Acceptance, all in accordance with Section 2.3(b) of the Participation Agreement. Lessee hereby agrees that such acceptance of delivery by such authorized representative or representatives on behalf of Lessor shall, without further act, irrevocably constitute acceptance by Lessee of such Unit for all purposes of this Lease.

Section 3. Term and Rent.

3.1 Lease Term. The interim term of this Lease (the "Interim Term") for each Unit shall commence on the Closing Date and shall terminate one day before the Basic Term Commencement Date. The basic term of this Lease (the "Basic Term") shall commence on the Basic Term Commencement Date and, subject to earlier termination pursuant to Sections 10, 11, and 15 shall

expire at 11:59 P.M. (Chicago time) on the Basic Term Expiration Date. Subject and pursuant to Section 22.3, the Lessee may elect one or more Renewal Terms.

3.2 Basic Rent. Lessee hereby agrees to pay Lessor as Basic Rent (a) a lump sum payment of \$1.00 on the first Rent Payment Date and (b) for each Unit throughout the Basic Term applicable thereto Basic Rent in consecutive semi-annual installments payable on each Rent Payment Date. Each such semi-annual payment of Basic Rent shall be in an amount equal to the product of the Equipment Cost for such Unit multiplied by the Basic Rent percentage for such Unit set forth opposite such Rent Payment Date on Schedule 3 to the Participation Agreement (as such Schedule 3 shall be adjusted pursuant to Section 2.6 of the Participation Agreement). Basic Rent shall be payable in advance on certain Rent Payment Dates and in arrears on certain Rent Payment Dates, as specified in Schedule 3 to the Participation Agreement, as so adjusted, such Schedule 3 as so adjusted from time to time being incorporated herein by reference.

Anything contained herein or in the Participation Agreement to the contrary notwithstanding, each installment of Basic Rent (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement) shall be, under any circumstances and in any event, in an amount at least sufficient for Lessor to pay in full as of the due date of such installment, any payment of principal of and interest on the Equipment Notes required to be paid by Lessor pursuant to the Indenture on such due date.

3.3 Supplemental Rent. Lessee also agrees to pay to Lessor, or to whomsoever shall be entitled thereto, any and all Supplemental Rent, promptly as the same shall become due and owing, or where no due date is specified, promptly after demand by the Person entitled thereto, and in the event of any failure on the part of Lessee to pay any Supplemental Rent, Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise as in the case of nonpayment of Basic Rent. Lessee will also pay, as Supplemental Rent, (i) on demand, to the extent permitted by applicable law, an amount equal to interest at the applicable Late Rate on any part of any installment of Basic Rent not paid when due for any period for which the same shall be overdue and on any payment of Supplemental Rent not paid when due or demanded, as the case may be, for the period from such due date or demand until the same shall be paid, (ii) in the case of the termination of this Lease with respect to any Unit pursuant to Section 10, on the applicable Termination Date, an amount equal to the estimated Make-Whole Amount, if any, with respect to the principal amount of each Equipment Note to be prepaid as a result of such termination, and on the date each such Equipment Note is prepaid the amount, if any, by which the actual Make-Whole Amount exceeds the estimated Make-Whole Amount, and (iii) in the case of any refinancing of the Equipment Notes pursuant to Section 10.2 of the Participation Agreement, on the date notice of prepayment is given to the holders of the outstanding Equipment Notes, an amount equal to the estimated Make-Whole Amount, if any, with respect to the

aggregate principal amount of the Equipment Notes being prepaid, and on the date the Equipment Notes are prepaid in connection with such refinancing, the amount, if any, by which the actual Make-Whole Amount exceeds the estimated Make-Whole Amount. All Supplemental Rent to be paid pursuant to this Section 3.3 shall be payable in the type of funds and in the manner set forth in Section 3.6.

3.4 Adjustment of Rent. Lessee and Lessor agree that the Basic Rent, Stipulated Loss Value and Termination Value percentages shall be adjusted to the extent provided in Section 2.6 of the Participation Agreement.

3.5 Advances. Lessor agrees to give notice to Lessee and the Indenture Trustee at least five Business Days prior to the Basic Term Commencement Date if the funds for the payment of interest on the Equipment Notes contemplated to be made by the Owner Trustee pursuant to Section 2.2(c) of the Participation Agreement will not be paid by the Owner Trustee to the Indenture Trustee in an amount equal to the amount contemplated to be paid pursuant to Section 2.2(c) of the Participation Agreement. If and to the extent that the Indenture Trustee on the Basic Term Commencement Date shall not have received funds from the Owner Trustee sufficient for the payment in full of the interest then due and owing on the Equipment Notes, Lessee shall pay as Supplemental Rent, in one installment due on the Basic Term Commencement Date, an amount, if any, equal to such deficiency (such payment being referred to herein as an "Advance"). In the event Lessee makes any Advance pursuant to this Section 3.5 and is not promptly reimbursed therefor by the Owner Participant after demand for such reimbursement in the manner set forth in Section 20, Lessee shall be entitled to offset and deduct (without duplication) against each succeeding payment or portion thereof of Basic Rent, Supplemental Rent, Stipulated Loss Value, Termination Value or any other amount due from Lessee to Persons other than the holders of the Equipment Notes, the Indenture Trustee, and the Owner Trustee in its individual capacity, an amount equal to such Advance plus interest on such amount at the Late Rate until Lessee has been fully reimbursed for such Advance plus such interest and in each such case, such offset shall be deemed to constitute a reduction in the amount of such Advance so payable. No such offset or aggregate combined effect of separate offsets shall reduce the amount of any installment of Basic Rent to an amount that is insufficient to pay in full the payments then required to be made on account of the principal and interest on the Equipment Notes then outstanding.

3.6 Manner of Payments. All Rent (other than Supplemental Rent payable to Persons other than Lessor, which shall be payable to such other Persons in accordance with written instructions furnished to Lessee by such Persons, as otherwise provided in any of the Operative Agreements or as required by law) shall be paid by Lessee to Lessor at its office at 777 Main Street, Hartford, Connecticut 06115, Attention: Corporate Trust Administration (GATC Trust No. 91-1). All Rent shall be paid by Lessee in funds consisting of lawful currency of the United States

of America, which shall be immediately available to the recipient not later than 1:00 P.M. (New York City time) on the date of such payment, provided, that so long as the Indenture shall not have been discharged pursuant to the terms thereof, Lessor hereby directs, and Lessee agrees, that all Rent (excluding Excepted Property) payable to Lessor and assigned to the Indenture Trustee shall be paid directly to the Indenture Trustee at the times and in funds of the type specified in this Section 3.6 at the office of the Indenture Trustee at 111 West Monroe Street, Chicago, Illinois 60606, Attention: Corporate Trust Department (GATC Trust No. 91-1), or at such other location in the United States of America as the Indenture Trustee may otherwise direct.

Section 4. Ownership and Marking of Equipment.

4.1 Retention of Title. Lessor shall and hereby does retain full legal title to and beneficial ownership of the Equipment notwithstanding the delivery to and possession and use of the Equipment by Lessee hereunder or any sublessee under any sublease permitted hereby.

4.2 Duty to Number and Mark Equipment. With respect to the Units to be delivered on the Closing Date, the Lessee has caused, and as soon as practicable after the date on which a Lease Supplement is executed and delivered in respect of a Replacement Unit pursuant to Section 11.4(b), the Lessee will cause, each Unit to be numbered with its reporting mark shown on the Lease Supplement dated the date on which such Unit was delivered and covering such Unit, and will from and after such date keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting colors upon each side of each Unit, in letters not less than one inch in height, a legend substantially as follows:

"TITLE TO THIS CAR IS VESTED IN A TRUSTEE UNDER AN EQUIPMENT TRUST AGREEMENT RECORDED UNDER SECTION 11303 (FORMERLY 20C) OF THE INTERSTATE COMMERCE ACT OR VESTED IN ANOTHER PERSON OR ENTITY AND SO RECORDED"

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect Lessor's right, title and interest in and to such Unit, its rights under this Lease and the rights of the Indenture Trustee. Except as provided hereinabove, Lessee will not place any such Units in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof, and will replace promptly any such word or words in such legend which may be removed, defaced, obliterated or destroyed. Lessee will not change the reporting mark of any Unit except in accordance with a statement of new reporting marks to be substituted therefor, which statement shall be delivered to Lessor by Lessee prior to or contemporaneously with such change and a supplement to this Lease and the Indenture with respect to such new reporting marks shall be filed or recorded in all public offices where this Lease and the Indenture shall have been filed or recorded and in such other

places, if any, where Lessor may reasonably request in order to protect, preserve and maintain its right, title and interest in the Units. The costs and expenses of all such supplements, filings and recordings shall be borne by Lessee.

4.3 Prohibition against Certain Designations. Except as above provided, Lessee will not allow the name of any Person to be placed on any Unit as a designation that might reasonably be interpreted as a claim of ownership; provided, however, that subject to the delivery of the statement specified in the penultimate sentence of Section 4.2, Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by Lessee or any permitted sublessees or any of their respective Affiliates on railroad equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the Equipment hereunder or any permitted sublessee to use the Equipment pursuant to a sublease permitted hereby.

Section 5. Disclaimer of Warranties.

5.1 Disclaimer of Warranties. Without waiving any claim Lessee may have against any seller, supplier or manufacturer, LESSEE ACKNOWLEDGES AND AGREES THAT, (i) EACH UNIT IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY AND ACCEPTABLE TO LESSEE, (ii) LESSEE IS SATISFIED THAT EACH UNIT IS SUITABLE FOR ITS PURPOSES, (iii) NEITHER LESSOR NOR THE OWNER PARTICIPANT IS A MANUFACTURER OR A DEALER IN PROPERTY OF SUCH KIND, (iv) EACH UNIT IS LEASED HEREUNDER SUBJECT TO ALL APPLICABLE LAWS AND GOVERNMENTAL REGULATIONS NOW IN EFFECT OR HEREAFTER ADOPTED, AND (v) LESSOR LEASES AND LESSEE TAKES EACH UNIT "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", IN WHATEVER CONDITION IT MAY BE, AND LESSEE ACKNOWLEDGES THAT NEITHER LESSOR, AS LESSOR OR IN ITS INDIVIDUAL CAPACITY, NOR THE OWNER PARTICIPANT MAKES NOR SHALL BE DEEMED TO HAVE MADE, AND EACH EXPRESSLY DISCLAIMS, ANY AND ALL RIGHTS, CLAIMS, WARRANTIES OR REPRESENTATIONS EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN, OPERATION, MERCHANTABILITY THEREOF OR AS TO THE TITLE, OF THE EQUIPMENT, THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREOF OR CONFORMITY THEREOF TO SPECIFICATIONS, FREEDOM FROM PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, THE ABSENCE OF ANY LATENT OR OTHER DEFECT, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY OBLIGATIONS BASED ON STRICT LIABILITY IN TORT OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT THERETO, except that Lessor, in its individual capacity, represents and warrants that on the Closing Date, Lessor shall have received whatever title to the Equipment as was conveyed to Lessor by Lessee and each Unit will be free of Lessor's Liens attributable to Lessor in its individual capacity and provided that the foregoing disclaimer in clause (v) shall not extend to the Owner Participant's representation and warranty contained in Section 3.6(e) of the Participation Agreement. Lessor hereby appoints and constitutes Lessee its agent and attorney-in-fact during the Lease Term to assert and enforce, from time to time, in the name and for the account of Lessor and Lessee, as their interests may appear, but in all cases at the sole cost and expense of Lessee, whatever

claims and rights Lessor may have as owner of the Equipment against the manufacturers or any prior owner thereof; provided, however, that if at any time an Event of Default shall have occurred and be continuing, at Lessor's option, such power of attorney shall terminate, and Lessor may assert and enforce, at Lessee's sole cost and expense, such claims and rights. Lessor shall have no responsibility or liability to Lessee or any other Person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Unit or by any inadequacy thereof or deficiency or defect therein or by any other circumstances in connection therewith; (ii) the use, operation or performance of any Unit or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Unit. Lessee's delivery of a Lease Supplement shall be conclusive evidence as between Lessee and Lessor that all Units described therein are in all the foregoing respects satisfactory to Lessee, and Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters.

Section 6. Return of Equipment; Storage.

6.1 Return; Holdover Rent.

(a) On the expiration of the Lease Term with respect to any Unit which has not been purchased by the Lessee, Lessee will, at its own cost and expense, deliver possession of such Unit in the condition required by Section 6.2 to Lessor at any storage track locations, f.o.b. such location, (i) as may be agreed upon by Lessor and Lessee in writing at least 60 days before the end of the Lease Term; (ii) in the absence of such agreement, as Lessor may select; provided, that there shall be no more than five such return locations designated by Lessor (each of which shall be located in the continental United States, exclusive of Alaska), and there shall be no less than 100 Units returned to each location; or (iii) if Lessor has requested storage pursuant to Section 6.3, as determined in accordance with Section 6.3. Upon expiration of the Lease Term with respect to such Unit, compliance with the terms hereof and of Section 6.2 and tender of such Unit at the location determined in accordance with this Section 6.1(a), this Lease and the obligation to pay Basic Rent for such Unit accruing subsequent to the expiration of the Lease Term with respect to such Unit shall terminate. Unless Lessor requests storage of the Units pursuant to Section 6.3, Lessee's obligation with respect to return of Units upon expiration of the Lease Term shall be as set forth in this Section 6.1 and in Section 6.2.

(b) Provided no Event of Default has occurred and is continuing, all amounts earned in respect of a Unit of Equipment after the date of expiration of the Lease Term with respect to such Unit and prior to the return of the Unit hereunder shall belong to the Lessee and, if received by the Lessor, shall be promptly turned over to the Lessee. In the event any Unit of Equipment is not returned to the Lessor in accordance with the provisions of Section

6.1(a) on the last day of the Lease Term with respect thereto or, if requested by the Lessor pursuant to Section 6.3, assembled, delivered and stored on such last day of the Lease Term, the Lessee shall pay to the Lessor for each day from and after the expiration date of the Lease Term with respect to such Unit an amount equal to the greater of (x) the daily equivalent of the average Basic Rent for the Basic Term of such Unit of Equipment and (y) the Fair Market Rental Value of such Unit; provided that, (i) during such holdover period, Lessee shall use its best efforts to secure the return of the Equipment as required under this Section 6, and (ii) in the event any Unit shall not have been so returned to the Lessor or, if requested by the Lessor pursuant to Section 6.3, assembled, delivered and stored, by the 120th day following the expiration of the Lease Term with respect to such Unit, the Lessee shall on such 120th day pay to the Lessor the greater of the applicable Termination Value for such Unit determined as of the last Rent Payment Date for such Unit or the Fair Market Sales Value thereof as of such last Rent Payment Date plus the rent provided in clause (x) or (y) of this sentence for such 120-day period, and Lessor shall thereupon transfer to Lessee all of the Lessor's right, title and interest in any such Unit on an "as-is", "where-is" basis without representation or warranty, express or implied, except as to the absence of Lessor's Liens attributable to Lessor. The provision for payment pursuant to this Section 6.1(b) shall not be in abrogation of Lessor's right under Section 6.1(a) to have such Unit returned to it hereunder.

6.2 Condition of Equipment. Each Unit when returned to Lessor pursuant to Section 6.1(a) shall be (i) capable of performing the functions for which it was designed, with all loading and unloading components operating in good working order with allowance for normal wear and tear, (ii) free from accumulations or deposits from the commodities transported in or on the Unit during the Lease Term and be scrubbed clean and be free of any Hazardous Substances, and Lessee shall provide appropriate certificates or other evidence with respect to such compliance, (iii) in the condition required by Section 8.1, and (iv) free and clear of all Liens except Lessor Liens and Permitted Liens of the type described in clause (iv) of the definition of Permitted Liens and of which Lessee does not have actual knowledge, provided that Lessee agrees to promptly discharge any such Permitted Lien upon return of the Unit, Lessor's sole remedy for any breach of this clause (iv) being damages at law or specific performance at equity. All logs, records, books and other materials relating to the maintenance of such Unit shall be made available to the Lessor or its designee upon the return of such Unit. Lessor shall have the right to inspect any Unit that is returned pursuant to Section 6.1(a) to ensure that such Unit is in compliance with the conditions set forth in this Section 6.2, at Lessor's sole cost, expense and risk (including, without limitation, the risk of personal injury or death), by its authorized representatives, during Lessee's normal business hours and upon reasonable prior notice to Lessee; provided, however, that Lessee shall not be liable for any injury to, or the death of, any Person exercising, on behalf of Lessor, the rights of inspection granted under this Section 6.2 unless caused by Lessee's gross

negligence or wilful misconduct. No inspection pursuant to this Section 6.2 shall interfere with the normal conduct of Lessee's business, and Lessee shall not be required to undertake or incur any additional liabilities in connection therewith. A Unit shall not be deemed to have been returned to Lessor for purposes of this Lease unless and until it is in compliance with the conditions set forth in this Section 6.2.

6.3 Storage. (a) Upon the expiration of the Lease Term with respect to each Unit, upon written request of Lessor received at least 60 days prior to the end of the Lease Term, Lessee shall permit Lessor to store such Unit, free of charge, at such location on the tracks used by Lessee for the storage of surplus rolling stock or rolling stock available for sale as shall be reasonably designated by Lessor in its request for storage pursuant to this Section 6.3(a) for a period (the "Initial Storage Period") beginning on the expiration of the Lease Term and ending not more than 90 days after the later of (i) the date of such expiration, (ii) the date on which such Unit is in compliance with the conditions set forth in Section 6.2 and (iii) the date on which at least 20% of all Units to be stored at such storage location have been delivered to such location. Any storage provided by Lessee during the Initial Storage Period pursuant to this Section 6.3(a) shall, in all cases, be at the sole risk and expense of Lessee and Lessee shall maintain the insurance required by Section 12.1 with respect to all stored Units. Following the expiration of the Initial Storage Period, Lessee shall permit Lessor, at the sole risk and expense of Lessor, to store the Equipment for up to an additional 90 days (the "Additional Storage Period"; collectively with the Initial Storage Period, the "Storage Period") at such location. With respect to the Units stored during the Additional Storage Period pursuant hereto, Lessee will, prior to the commencement of such Additional Storage Period, provide to Lessor a quote from Lessee's insurance broker for insurance with respect to the stored Units during the Additional Storage Period under Lessee's insurance policies for property damage insurance and public liability insurance with respect to personal liability and property damage, and Lessor may elect to have Lessee cause such coverage to be provided if Lessor pays the premiums quoted by Lessee's insurance broker for such insurance coverage. On not more than one occasion with respect to each stored Unit and upon not less than 30 days' prior written notice from Lessor to Lessee, Lessee will, upon the expiration of the Storage Period or earlier upon request of Lessor, transport such Units to any railroad interchange point or points (not to exceed five in total) within the continental United States (except Alaska) on any railroad lines or to any connecting carrier for shipment, all as directed by the Lessor, whereupon Lessee shall have no further liability or obligation with respect to such Units. Any movement of any Unit from such Unit's designated location to a point within 600 miles from such Unit's designated location will be at the risk and expense of Lessee; thereafter, any movement of such Unit will be at the Lessor's risk and expense for such movement exceeding 600 miles. During the Storage Period, Lessee will permit Lessor or any person designated by it, including the authorized representative or

representatives of any prospective purchaser or user of such Unit, to inspect the same during Lessee's normal business hours upon at least one Business Day's prior telephonic notice; provided, however, that such inspection shall not interfere with the normal conduct of Lessee's business and such person shall be insured to the reasonable satisfaction of Lessee with respect to any risks incurred in connection with any such inspections and Lessee (except in the case of Lessee's gross negligence or willful misconduct) shall not be liable for any injury to, or the death of, any person exercising, either on behalf of Lessor or any prospective purchaser or user, the rights of inspection granted pursuant hereto. Lessee shall not be required to store the Equipment after the Storage Period. If Lessee stores any Unit after the Storage Period, such storage shall be at the sole expense and risk of Lessor.

(b) Upon receipt of notice of Lessor's request that Lessee store the Equipment pursuant to Section 6.3(a) above, Lessee shall have the option to instead store such Units at such storage track locations anywhere within the continental United States as it shall choose (provided that there shall be no less than 100 Units stored at each such location). If Lessee shall elect such option, Lessee shall on or before the expiration of the Initial Storage Period or the Additional Storage Period, as the case may be, transport the Equipment to up to five locations within the continental United States (except Alaska) designated by Lessor upon not less than 30 days' prior written notice from Lessor to Lessee, except that such movement shall be at Lessee's risk and expense for the entire distance that such Unit is moved. During any Storage Period where the Lessee shall have exercised its option under this Section 6.3(b) the Lessee shall store the Equipment in such manner as the Lessee normally stores similar units of railroad equipment owned or leased by it. Except as specifically modified herein, all the provisions of Section 6.3(a) shall apply to this Section 6.3(b).

Section 7. Liens.

Lessee will not directly or indirectly create, incur, assume, permit or suffer to exist any Lien on or with respect to any Units or Lessee's leasehold interest therein under this Lease, except Permitted Liens, Lessor's Liens and Liens described in Section 6.4(a) and 6.4(b) of the Participation Agreement, and Lessee shall promptly, at its own expense, take such action or cause such action to be taken as may be necessary to duly discharge (by bonding or otherwise) any such Lien not excepted above if the same shall arise at any time.

Section 8. Maintenance; Operation; Possession; Compliance with Laws.

8.1 Maintenance and Operation. Lessee, at its own cost and expense, shall maintain, repair and keep each Unit, and shall operate each Unit (i) in good working order, condition and repair, and in at least as good condition as delivered hereunder, ordinary wear and tear excepted, and in a manner consistent with maintenance

practices used by Lessee in respect of equipment owned or leased by Lessee similar in type to such Unit and in accordance with prudent industry practice, (ii) in accordance with all manufacturer's warranties and in accordance with all insurance policies required to be maintained pursuant to Section 12 hereof, if applicable and (iii) in compliance with all applicable laws, rules and regulations, including the United States Department of Transportation ("DOT"), the ICC, the Federal Railroad Administration and the Interchange Rules; provided, however, that Lessee may, in good faith and by appropriate proceedings diligently conducted, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not materially interfere with the use, possession, operation or return of any of the Units or materially adversely affect the rights or interests of Lessor and the Indenture Trustee in the Equipment or hereunder or otherwise expose Lessor, the Indenture Trustee or any Participant to criminal sanctions or release Lessee from the obligation to return the Equipment in compliance with the provisions of Section 6.2. Lessee shall provide Lessor with notice of any contest of the type described in the preceding sentence in detail sufficient to enable Lessor to ascertain whether such contest may have an effect of the type described in the preceding sentence. In no event shall the Lessee discriminate as to the use or maintenance of any Unit (including the periodicity of maintenance or recordkeeping in respect of such Unit) as compared to equipment of a similar nature which the Lessee owns or leases. Lessee will maintain all records, logs and other materials required by relevant industry standards or any governmental authority having jurisdiction over the Units required to be maintained in respect of any Unit, all as if Lessee were the owner of such Units, regardless of whether any such requirements, by their terms, are nominally imposed on Lessee, Lessor or the Owner Participant. Lessee shall not change the DOT classification of any Unit without obtaining the prior consent of Lessor, which consent shall not be unreasonably withheld. In the event Lessor does not consent to such requested change, and Lessee desires to make such change, upon such change Lessee shall replace such Unit with another Unit in accordance with and subject to the provisions of Sections 11.2(i), 11.3 and 11.4.

8.2 Possession. Lessee shall be entitled to the possession of the Equipment and to the use of the Equipment by it or any Affiliate, in the United States, Canada and Mexico, only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. In no event shall the Lessee make use of any Equipment in any jurisdiction not included in the insurance coverage required by Section 12. In no event shall more than 10% of the Units be assigned to service outside the continental United States at the same time nor more than 7% of the Units be permitted in Mexico at the same time. Nothing in this Section 8.2 shall be deemed to constitute permission by Lessor to any Person that acquires possession of any Unit to take any action inconsistent with the terms and provisions of this Lease and any of the other Operative Agreements. The rights of any person that acquires possession of any Unit pursuant to this Section 8.2 shall be subject and subordinate to the rights of the Lessor hereunder.

8.3 Sublease. The Lessee shall be entitled to sublease the Equipment (pursuant to a car service contract or otherwise) to (i) a railroad company or companies incorporated in the United States of America or any state thereof or the District of Columbia, or Canada or any Province thereof, upon lines of railroad owned or operated by such railroad company or companies or over which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting and other carriers in the usual interchange of traffic or (ii) responsible companies other than railroad companies for use in their business, in each case described in clauses (i) and (ii) of this sentence provided that on the effective date of any such sublease, such sublessee is not subject to any bankruptcy, insolvency or similar proceedings other than proceedings under Chapter 11 of the Bankruptcy Code (and in such case, all appropriate court approvals are obtained to protect the interest of the Lessor and its assigns in the Equipment) (leases to such sublessees being herein referred to as "Permitted Subleases"); provided, however, that the Lessee shall not assign or permit the assignment of any Unit of Equipment to service (including, without limitation, the regular operation and maintenance thereof) in any location which is not a Perfected Jurisdiction. So long as an Event of Default shall have occurred and be continuing, the Lessee may sublease any Unit only pursuant to terms and conditions substantially similar to those generally offered by Lessee prior to the occurrence of the event giving rise to the Event of Default; provided that Lessee may not enter into any sublease with a Mexican corporation. All subleases, including without limitation any entered into on or prior to the commencement of the Lease Term and any entered into with sublessees subject to proceedings under Chapter 11 of the Bankruptcy Code, and the rights and interest of any sublessee thereunder, shall in all events be subject and subordinate to this Lease and the rights and interests of the Lessor and its respective successors and assigns hereunder and shall confirm such subordination by a provision therein satisfactory to the Lessor and the Indenture Trustee, shall not be for a term which extends beyond the Basic Term and any agreed upon Renewal Term and shall not include any term or provision which could reasonably be expected to result in adverse consequences to the Lessor or the Owner Participant. For the purposes of this Section 8.3, a sublease of any Unit to the Canadian National Railroad or the Canadian Pacific Railroad shall mean that such Unit has been assigned to service in Canada, a sublease to a provincial railroad shall mean that such Unit has been assigned to service in such Province and a Perfected Jurisdiction shall mean the United States and any Canadian or Mexican jurisdiction with respect to which all instruments required by the laws of any such jurisdiction have been executed, acknowledged, delivered, filed, registered and recorded as required (in the case of Mexico, to the best knowledge of the counsel delivering the opinion hereinafter referred to) by the laws of that jurisdiction to protect the rights of the Lessor and the Indenture Trustee under this Lease and the Trust Indenture as evidenced by an opinion of counsel selected by the Owner Participant, which opinion shall be reasonably satisfactory to the Lessor, the Owner Participant and the Indenture Trustee; provided that no more than 10% of the Units of Equipment shall be assigned

to service outside the continental United States at the same time and no more than 7% of the Units of Equipment shall be permitted in Mexico at the same time. If the Lessee has not received possession of (a) any Unit not subleased to a Mexican corporation within 180 days of the expiration or earlier termination of such sublease (unless such sublease has expired in accordance with its terms, the sublessee is continuing to make payments for the use of the subleased Units and Lessee has not demanded the return thereof) or (b) any Unit then subleased to a Mexican corporation within 180 days of the expiration or earlier termination of such sublease, Lessor shall have the right to deem such failure to return to be an Event of Loss with respect to the Units not returned and the provisions of Sections 11.2, 11.3 and 11.4 shall apply to such Units. No assignment or sublease entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligation hereunder which shall be and remain those of a principal and not a surety. In the event the Lessee proposes to enter into a sublease of any Unit of Equipment with a sublessee subject to bankruptcy, insolvency or similar proceedings other than those under Chapter 11 of the Bankruptcy Code (in which case all appropriate court approvals are obtained to protect the interest of the Lessor and its assigns in the Equipment), the Lessee shall replace such Units under this Lease with other Units of Equipment in accordance with and subject to each and all of the conditions of Sections 11.2(i), 11.3 and 11.4. Nothing in this Section 8.3 shall be deemed to constitute permission to any Person in possession of any Unit pursuant to any such sublease to take any action inconsistent with the terms and provisions of this Lease or any of the other Operative Agreements.

Section 9. Modifications.

9.1 Required Modifications. In the event the Association of American Railroads, the United States Department of Transportation, or any other United States, state or local governmental agency requires that any Unit be altered, replaced or modified (a "Required Modification"), Lessee agrees to make such Required Modification at its own expense; provided, however, that Lessee may, in good faith and by appropriate proceedings diligently conducted, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not materially interfere with the use, possession, operation or return of any Unit or materially adversely affect the rights or interests of the Lessor and the Indenture Trustee in the Equipment or hereunder or otherwise expose Lessor, the Indenture Trustee or any Participant to criminal sanctions or relieve Lessee of the obligation to return the Equipment in compliance with the provisions of Section 6.2. Title to any Required Modification shall immediately vest in Lessor. Notwithstanding anything herein to the contrary, if Lessee determines in good faith that any Required Modification to a Unit would be economically impractical, it shall provide written notice of such determination to Lessor and the parties hereto shall treat such Unit as if an Event of Loss had occurred as of the date of such written notice with respect to such

Unit and the provisions of Sections 11.2(i), 11.3 and 11.4 shall apply with respect to such Unit.

9.2 Optional Modifications. Lessee at any time may modify, alter or improve any Unit (a "Modification"); provided that no Modification shall diminish the fair market value, utility, or remaining economic useful life of such Unit below the value, utility, or remaining economic useful life thereof immediately prior to such Modification, assuming such Unit was then in the condition required to be maintained by the terms of this Lease. Title to any Non-Severable Modification shall be immediately vested in Lessor. Title to any Severable Modification shall remain with Lessee unless it is a Required Modification, in which case title shall vest in Lessor. If Lessee shall at its cost cause such Severable Modifications (which are not Required Modifications) to be made to any Unit, Lessor shall have the right, prior to the return of such Unit to Lessor hereunder, to purchase such Severable Modifications (other than Severable Modifications consisting of proprietary or communications equipment) at their then Fair Market Sales Value. If Lessor does not elect to purchase such Severable Modifications, Lessee may remove, and shall remove if requested by Lessor, such Severable Modifications at Lessee's cost and expense.

Section 10. Voluntary Termination.

10.1 Right of Termination. So long as no Lease Default or Event of Default shall have occurred and be continuing, Lessee shall have the right, at its option at any time or from time to time during the Basic Term on or after the tenth anniversary of the Basic Term Commencement Date to terminate the Lease Term with respect to all of the Units contained in any "Basic Group" identified as such in Schedule 1 to the Participation Agreement (the "Terminated Units") if Lessee determines in good faith (as evidenced by a certified copy of a resolution adopted by Lessee's Board of Directors and a certificate executed by the Chief Financial Officer of Lessee) that such Units have become obsolete or surplus to Lessee's requirements, by delivering at least 270 days' prior notice to Lessor and the Indenture Trustee specifying a proposed date of termination for such Units (the "Termination Date"), which date shall be a Rental Payment Date, any such termination to be effective on the Termination Date. Except as expressly provided herein, there will be no conditions to Lessee's right to terminate this Lease with respect to the Terminated Units pursuant to this Section 10.1. So long as Lessor shall not have given Lessee a notice of election to retain the Terminated Units in accordance with Section 10.3, Lessee may withdraw the termination notice referred to above at any time prior to the Termination Date, whereupon this Lease shall continue in full force and effect; provided that Lessee may not exercise its right to withdraw such a termination notice more than twice with respect to a Basic Group or more than once annually and may not withdraw any termination notice with respect to any Terminated Units after receipt by Lessee of a bid equal to or greater than Termination Value with respect to such Terminated Units. Lessee agrees that if it withdraws a termination notice it will reimburse Lessor and the Owner Participant for all

reasonable out-of-pocket costs and expenses incurred by Lessor and the Owner Participant in connection therewith.

10.2 Sale of Equipment. During the period from the date of such notice given pursuant to Section 10.1 to the Termination Date, Lessee, as agent for Lessor and at Lessee's sole cost and expense, shall use best efforts to obtain bids from Persons other than Lessee or Affiliates thereof for the cash purchase of the Terminated Units, and Lessee shall promptly, and in any event at least five Business Days prior to the proposed date of sale, certify to Lessor in writing the amount and terms of each such bid, the proposed date of such sale and the name and address of the party submitting such bid. Lessor shall have the right to obtain bids for the purchase of the Terminated Units, either directly or through agents other than Lessee, but shall be under no duty to solicit bids, inquire into the efforts of Lessee to obtain bids or otherwise take any action in connection with arranging such sale. Unless Lessor shall have elected to retain the Terminated Units in accordance with Section 10.3, on the Termination Date: (i) Lessee shall, subject to receipt (x) by Lessor of all amounts owing to Lessor pursuant to the next sentence, and (y) by the Persons entitled thereto of all unpaid Supplemental Rent due on or before the Termination Date, deliver the Terminated Units to the bidder (which shall not be Lessee or any Affiliate thereof), if any, which shall have submitted the highest cash bid prior to such date (or to such other bidder as Lessee and Lessor shall agree), in the same manner and condition as if delivery were made to Lessor pursuant to Section 6 and (ii) Lessor shall, without recourse or warranty (except as to the absence of any Lessor's Lien attributable to Lessor) simultaneously therewith sell the Terminated Units to such bidder. The total selling price realized at such sale shall be paid to and retained by Lessor and, in addition, on the Termination Date, Lessee shall pay to Lessor, (A) all unpaid Basic Rent with respect to such Terminated Units due and payable on or prior to the Termination Date, (B) the excess, if any, of (1) the Termination Value for the Terminated Units computed as of the Termination Date, over (2) the net cash sales proceeds (after the deduction of all reasonable costs and expenses of Lessor and the Owner Participant in connection with such sale) of the Terminated Units and (C) an amount equal to any estimated Make-Whole Amount in respect of the principal amount of the Equipment Notes to be prepaid in accordance with Section 2.10(a) of the Indenture, (D) that amount of interest that will accrue on the principal amount of the Equipment Notes to be prepaid in connection with the Terminated Units during the period from and including the Termination Date to but excluding the date of prepayment of such principal amount and (E) any amount owing pursuant to Section 3.3(ii) and any other Rent required to be paid as of such Termination Date. If no sale shall have occurred, this Lease shall continue in full force and effect with respect to such Units and Lessee agrees to reimburse Lessor and the Owner Participant for all reasonable costs and expenses incurred by Lessor and the Owner Participant in connection therewith; provided that if such sale shall not have occurred solely because of Lessee's failure to pay the amounts required to be paid pursuant to the immediately preceding sentence, Lessee shall have no further

right to terminate this Lease with respect to such Units. If Lessor elects not to exercise its right to retain the Terminated Units as provided in Section 10.3, Lessee, in acting as agent for Lessor, shall have no liability to Lessor for failure to obtain the best price, shall act in its sole discretion and shall be under no duty to solicit bids publicly or in any particular market. Lessee's sole interest in acting as agent shall be to use its reasonable best efforts to sell the Units at the highest price then obtainable consistent with the terms of this Lease.

10.3 Retention of Equipment by Lessor. Notwithstanding the provisions of Sections 10.1 and 10.2, Lessor may irrevocably elect by written notice to Lessee, no later than 60 days after receipt of Lessee's notice of termination, not to sell the Terminated Units on the Termination Date, whereupon Lessee shall (i) deliver the Terminated Units to Lessor in the same manner and condition as if delivery were made to Lessor pursuant to Section 6, treating the Termination Date as the termination date of the Lease Term with respect to the Terminated Units, and (ii) pay to Lessor, or to the Persons entitled thereto, all Basic Rent and all Supplemental Rent due and owing on the Termination Date and unpaid including an amount equal to the Make-Whole Amount, if any, in respect of the principal amount of the Equipment Notes to be prepaid in accordance with Section 2.10(a) of the Indenture and the amount of interest that will accrue on such principal amount during the period from and including the Termination Date to but excluding the date of prepayment thereof. If Lessor elects not to sell the Terminated Units as provided in this Section 10.3, then Lessor shall pay, or cause to be paid, to the Indenture Trustee in funds of the type and in an amount equal to the outstanding principal amount of the Equipment Notes issued in respect of such Terminated Units and all accrued interest to the date of prepayment of such Equipment Note on such Termination Date and an amount equal to the Make-Whole Amount, if any, in respect of the principal amount of the Equipment Notes to be prepaid. If Lessor shall fail to perform any of its obligations pursuant to this Section 10.3 and as a result thereof this Lease shall not be terminated with respect to the Terminated Units on a proposed Termination Date, Lessor shall thereafter no longer be entitled to exercise its election to retain such Terminated Units and Lessee may at its option at any time thereafter submit a new termination notice pursuant to Section 10.1 with respect to such Terminated Units specifying a proposed Termination Date occurring not earlier than five Business Days from the date of such notice.

10.4 Termination of Lease. In the event of either (x) any such sale and receipt by Lessor and the Indenture Trustee of all of the amounts provided in Section 10.2 or (y) retention of the Equipment by Lessor in compliance with Section 10.3, and upon compliance by Lessee with the other provisions of this Section 10, the obligation of Lessee to pay Basic Rent hereunder for such Terminated Units shall cease and the Lease Term for the Terminated Units shall end.

Section 11. Loss, Destruction, Requisition, Etc.

11.1 Event of Loss. In the event that any Unit (i) shall suffer damage or contamination which, in Lessee's reasonable judgment (as evidenced by an Officers' Certificate to such effect), makes repair uneconomic or renders such Unit unfit for commercial use, (ii) shall suffer destruction, theft or disappearance, (iii) shall be permanently returned to the manufacturer pursuant to any patent indemnity provisions, (iv) shall have title thereto taken or appropriated by any governmental authority under the power of eminent domain or otherwise or (v) shall be taken or requisitioned for use by any governmental authority or any agency or instrumentality thereof under the power of eminent domain or otherwise, and such taking or requisition is for a period that exceeds the lesser of (x) 360 days or (y) the remaining Basic Term or any Renewal Term then in effect (any such occurrence being hereinafter called an "Event of Loss"), Lessee, in accordance with the terms of Section 11.2, shall promptly and fully inform Lessor and the Indenture Trustee of such Event of Loss.

11.2 Replacement or Payment upon Event of Loss. Upon the occurrence of an Event of Loss or the deemed occurrence of an Event of Loss pursuant to Sections 8.1, 8.3 or 9.1 with respect to any Unit, Lessee shall within 30 days after a Responsible Officer of Lessee shall have actual knowledge of such occurrence or deemed occurrence give Lessor and the Indenture Trustee notice of such occurrence or deemed occurrence of such Event of Loss and of its election to perform one of the following options (it being agreed that if Lessee shall not have given notice of such election within 30 days after notice of such occurrence or deemed occurrence, Lessee shall be deemed to have elected to perform the option set forth in the following paragraph (ii)):

(i) as promptly as practicable (but no sooner than 10 days after giving of its notice of election to perform the option set forth in this paragraph (i)), and in any event on or before the Business Day next preceding the 60th day following the date of notice of such Event of Loss or deemed Event of Loss, Lessee shall comply with Section 11.4(b) and shall convey or cause to be conveyed to Lessor a Replacement Unit to be leased to Lessee hereunder, such Replacement Unit to be of the same or a later year of manufacture of the Unit replaced and free and clear of all Liens (other than Permitted Liens) and to have a Fair Market Sales Value, utility, remaining economic useful life, residual value and condition at least equal to the Unit so replaced (assuming such Unit was in the condition required to be maintained by the terms of this Lease); provided that, if Lessee shall not perform its obligation to effect such replacement under this paragraph (i) during the period of time provided herein, then Lessee shall pay on the next succeeding Determination Date that is at least 20 days after the end of such period to Lessor, or in the case of Supplemental Rent, to the person entitled thereto, the amounts specified in paragraph (ii) below; and provided further, that an election by Lessee to perform the option set

forth in this paragraph with respect to more than 5 Units at any one time or more than 50 Units over the Lease Term shall be ineffective and Lessee shall be treated as having elected to perform the option set forth in paragraph (ii), if (x) Lessor delivers to Lessee within 10 days of receiving notice of such election an opinion of independent tax counsel that the Owner Participant would not have a reasonable basis consistent with ABA Opinion 85-352 for failing to recognize or electing not to recognize gain or loss on such conveyance for Federal income tax purposes and delivers a certificate from the Owner Participant setting forth in reasonable detail the amount of such Federal income tax payable and the amount of indemnity (on an after-tax basis) therefor, all as calculated in accordance with the Tax Indemnity Agreement and (y) within 10 days thereafter Lessee shall have failed to pay to the Owner Participant the amount of indemnity set forth in such certificate; or

(ii) on the Determination Date next succeeding the 60th day following the date of notice of Event of Loss or deemed Event of Loss, Lessee shall pay or cause to be paid to the Lessor (or in the case of Supplemental Rent, to the Persons entitled thereto) in funds of the type specified in Section 3.6, (a) an amount equal to the Stipulated Loss Value of each such Unit suffering an Event of Loss or deemed Event of Loss determined as of such Determination Date, (b) if such Determination Date is also a Rent Payment Date, all Basic Rent payable on such date in respect of such Unit or if such Determination Date is not a Rent Payment Date, all Basic Rent accrued to such date in respect of such Unit, and (c) all other Rent then due and payable hereunder, it being understood that until such Stipulated Loss Value is paid, there shall be no abatement or reduction of Basic Rent.

11.3 Rent Termination. Upon the replacement of any Unit or Units in compliance with Section 11.2(i) or upon the payment of all sums required to be paid pursuant to Section 11.2(ii) hereof in respect of any Unit or Units for which Lessee has elected to pay or deemed to have elected to pay pursuant to the first proviso to Section 11.2(i) the amounts specified in paragraph 11.2(ii), the Lease Term with respect to such Unit or Units and the obligation to pay Rent for such Unit or Units accruing subsequent to the date of payment of Stipulated Loss Value or date of conveyance of such Replacement Unit or Units pursuant to Section 11.2 shall terminate; provided that Lessee shall be obligated to pay all Rent in respect of such Unit or Units which has accrued up to and including the date of payment of Stipulated Loss Value pursuant to Section 11.2(ii) or date of conveyance of such Replacement Unit or Units.

11.4 Disposition of Equipment; Replacement of Unit.

(a) Upon the payment of all sums required to be paid pursuant to Section 11.2 in respect of any Unit or Units, Lessor will convey to Lessee or its designee all right, title and interest of Lessor in and to such Unit or Units, "as is", "where is", with-

out recourse or warranty, except for a warranty against Lessor's Liens attributable to Lessor, and shall execute and deliver to Lessee or its designee such bills of sale and other documents and instruments as Lessee or its designee may reasonably request to evidence such conveyance. As to each separate Unit so disposed of, so long as no Event of Default shall have occurred and be continuing, Lessee or its designee shall be entitled to any amounts arising from such disposition, plus any awards, insurance or other proceeds and damages received by Lessee, Lessor or the Indenture Trustee by reason of such Event of Loss after having paid the Stipulated Loss Value attributable thereto.

(b) At the time of or prior to any replacement of any Unit, Lessee, at its own expense, will (A) furnish Lessor with a Bill of Sale with respect to the Replacement Unit, (B) cause a Lease Supplement substantially in the form of Exhibit B hereto, subjecting such Replacement Unit to this Lease, and duly executed by Lessee, to be delivered to Lessor for execution and, upon such execution, to be filed for recordation in the same manner as provided for the original Lease Supplement in Section 16.1, (C) so long as the Indenture shall not have been satisfied and discharged, cause an Indenture Supplement substantially in the form of Exhibit A to the Indenture for such Replacement Unit, to be delivered to Lessor and to the Indenture Trustee for execution and, upon such execution, to be filed for recordation in the same manner as provided for the original Indenture Supplement in Section 16.1, (D) furnish Lessor with an opinion of Lessee's counsel (which may be Lessee's General Counsel or Assistant General Counsel), to the effect that (x) the Bill of Sale referred to in clause (A) above constitutes an effective instrument for the conveyance of title to the Replacement Unit to Lessor, (y) legal and beneficial title to the Replacement Unit has been delivered to Lessor, free and clear of all Liens (other than Permitted Liens), and (z) all filings, recordings and other action necessary or appropriate to perfect and protect the Lessor's and the Indenture Trustee's respective interests in the Replacement Unit have been accomplished, (E) furnish to the Owner Participant an acknowledgement by the Lessee, in form and substance reasonably satisfactory to the Owner Participant, that Lessee will indemnify the Owner Participant for any adverse tax consequences resulting from such replacement, and (F) furnish such other documents and evidence as the Owner Participant, Lessor or Indenture Trustee, or their respective counsel, may reasonably request in order to establish the consummation of the transactions contemplated by this Section 11.4. For all purposes hereof, upon passage of title thereto to Lessor the Replacement Unit shall be deemed part of the property leased hereunder and the Replacement Unit shall be deemed a "Unit" of Equipment as defined herein. Upon such passage of title, Lessor will transfer to Lessee, without recourse or warranty (except as to Lessor's Liens attributable to Lessor), all Lessor's right, title and interest in and to the replaced Unit, and upon such transfer, Lessor will request in writing that the Indenture Trustee execute and deliver to Lessee an appropriate instrument releasing such replaced Unit from the lien of the Indenture. In the event Lessee shall have made a Federal income tax indemnity payment to Lessor under the

provisions of clause (y) of the second proviso to Section 11.2(i) but does not thereafter effect the replacement of the related Unit thereunder during the period of time provided therein, Lessor shall promptly return such sum to Lessee, without interest, upon compliance by Lessee thereafter with the provisions of Section 11.2(ii) with respect to such Unit.

11.5 Eminent Domain. In the event that during the Lease Term the use of any Unit is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for a period which does not constitute an Event of Loss, Lessee's obligation to pay all installments of Basic Rent shall continue for the duration of such requisitioning or taking. Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession. Any amount referred to in this Section 11.5 or in Section 11.4(a) which is payable to Lessee shall not be paid to Lessee, or if it has been previously paid directly to Lessee, shall not be retained by Lessee, if at the time of such payment an Event of Default shall have occurred and be continuing, but shall be paid to and held by the Lessor as security for the obligations of Lessee under this Lease, and at such time as there shall not be continuing any such Event of Default, such amount shall be paid to Lessee.

Section 12. Insurance.

12.1 Property Damage and Public Liability Insurance.

(a) Lessee will, at all times prior to the return of the Units to Lessor and during the Initial Storage Period, at its own expense, cause to be carried and maintained with reputable insurance companies (i) physical damage insurance in respect of all Units at the time subject hereto and (ii) public liability insurance with respect to third-party personal injury and property damage, and Lessee will continue to carry such insurance in such amounts and for such risks and with such insurance companies and subject to such self-insurance not less comprehensive in amounts and against risks customarily insured against by Lessee in respect of equipment owned or leased by it similar in type to the Equipment and consistent with prudent industry standards for companies engaged in full service leasing of railcars, if any. Without limiting the foregoing, the Lessee will in any event (i) maintain in effect "all risks" physical damage insurance covering each Unit in an amount not less than the Stipulated Loss Value attributable thereto as shown on Schedule 4 to the Participation Agreement, subject to a limit of not less than \$10 million per occurrence except for a \$10 million annual aggregate for each of flood and earth movement, provided that such coverage may provide for deductible amounts of not more than \$1,000,000 per occurrence, and (ii) maintain public liability insurance against bodily injury, death or property damage arising out of the use or operation of the Equipment with general liability limits of not less than \$50,000,000 per occurrence or in the aggregate, provided that such coverage may provide for deductible amounts not exceeding the

lesser of (x) \$10,000,000, or (y) 5% of the book value of the rail car fleet of the Lessee. Any policies of insurance carried in accordance with this Section 12.1 and any policies taken out in substitution or replacement for any of such policies (A) shall provide that, if any such insurance is cancelled or terminated (other than upon normal policy expiration) for any reason whatever, Lessor, Indenture Trustee and Owner Participant shall receive 30 days' prior notice of such cancellation or termination, (B) shall name the Owner Participant, the Lessor, as Lessor of the Equipment and in its individual capacity, and the Indenture Trustee as additional insureds as their interests may appear, but only with respect to liability arising out of the Operative Agreements or the Equipment, (C) as to the public liability insurance referred to in paragraph 12.1(a) shall provide that in as much as such policies cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exceptions of limits of liability and liability for premiums, commissions, assessments or calls (which shall be solely a liability of Lessee), shall operate in the same manner as if there were a separate policy or policies covering each insured, (D) shall waive any rights of subrogation of the insurers against the Owner Participant, Lessor, as lessor of the Equipment and in its individual capacity, and the Indenture Trustee, (E) shall provide that neither the Owner Participant, the Lessor, as lessor of the Equipment and in its individual capacity, or the Indenture Trustee shall have any responsibility for any insurance premiums, whether for coverage before or after cancellation or termination of any such policies as to the Lessee. Lessee shall use its reasonable efforts to obtain public liability insurance policies which do not invalidate coverage thereof (as to the Owner Participant, the Lessor, as Lessor of the Equipment and in its individual capacity, and the Indenture Trustee) due to any action or inaction of the Lessee or any other Person (other than the Owner Participant, the Lessor or the Indenture Trustee, but only in respect of their respective coverages), but shall be under no obligation to obtain such policies if they are not available to the Lessee at commercially reasonable rates in the markets in which Lessee has placed its insurance program. Lessee shall cause the property insurance on the Equipment to provide that, so long as the Equipment Notes shall remain outstanding, the proceeds up to the amount of the Stipulated Loss Value, for any loss or damage to any Unit, if any, shall be payable to the Indenture Trustee under a standard mortgagee clause and thereafter to Lessor. The Lessee shall, at its own expense, be entitled (so long as no Event of Default shall have occurred and be continuing) to make all proofs of loss and take all other steps necessary to collect the proceeds of such insurance.

In lieu of maintaining the property damage insurance required by Section 12.1(a), the Lessee may self-insure with respect to the Equipment for such amounts and against such risks as shall be consented to by the Lessor and the Indenture Trustee, which consent shall be based upon reasonable practices then in

effect in the rail car leasing and insurance industries and upon the financial condition of the Lessee.

In the event any public liability insurance policy or coverage thereunder which are required to be maintained under Section 12.1(a) shall not be available to the Lessee in the commercial insurance market on commercially reasonable terms, Lessor shall not unreasonably withhold its agreement to waive such requirement to the extent the maintenance thereof is not so available upon application therefore as set forth herein. Lessee shall make written request for any such waiver in writing, accompanied by written reports prepared, at Lessee's option, either by (a) one independent insurance advisor chosen by the Lessee and Lessor or (b) three independent insurance advisors, one chosen by the Lessor, one chosen by the Lessee and one chosen by the other two advisors (one of which may be the regular insurance broker or brokers of the Lessee) - in either case, such independent insurance advisors being of recognized national standing. The fees and expenses of all such advisors shall be paid by Lessee. The written reports required hereunder shall (x) state that such insurance (or the required coverage thereunder) is not reasonably available to the Lessee at commercially reasonable premiums in the commercial insurance market from insurers, acceptable to Lessee, with a Best's rating of A or better for railcars of similar type and capacity, (y) explain in detail the basis for such conclusions and (z) be in form reasonably acceptable to the Owner Participant. Upon the granting of any such waiver, the Lessee shall within 15 days thereafter certify to the Lessor in writing the cost (on a fleet-wide basis) of liability insurance premiums for the coverage required by Section 12.1(a) for the immediately preceding fiscal year; and in the event that any such certificate is not received by the Lessor within such 15 day period, any such waiver shall be deemed revoked. At any time after the granting of such waiver, but not more often than twice a year, Lessor may make a written request for a supplemental report (in form reasonably acceptable to Lessor) from such insurance advisor(s) updating the prior report and reaffirming the conclusions set forth therein. Lessee shall provide any such required supplemental report within 30 days after receipt of the written request therefor. Any such waiver shall be effective for only as long as such insurance is not reasonably available to the Lessee in the commercial market at commercially reasonable rates, it being understood that the failure of Lessee to furnish timely any such supplemental report shall be conclusive evidence that such condition no longer exists. If such supplemental report shows that such coverage is available, Lessee shall within 45 days of such report obtain such insurance coverage. During any period with respect to which such waiver has been granted and remains in effect under this Section 12.1, Lessee shall obtain public liability insurance as set forth in Section 12.1(a) from such carriers, in such amounts and with coverage limits and deductibles as is prudent under the circumstances, but in any event in an amount that may be purchased for a premium equal to 110% of Lessee's cost (on a fleet-wide basis) of liability insurance premiums for the coverage required by Section 12.1(a) for the immediately preceding fiscal year.

(b) Certificate of Insurance. Lessee shall, prior to the Closing Date and when the renewal certificate referred to below is sent (but in any event not less than annually), furnish Lessor and the Indenture Trustee with a certificate signed by the insurer or an independent insurance broker showing the insurance then maintained by Lessee pursuant to this Section 12.1 and that all premiums due thereon have been paid, or other evidence of maintenance of the insurance required hereunder satisfactory to Lessor and the Indenture Trustee, and, with respect to any renewal policy or policies, shall furnish telephonic notice to Lessor within 24 hours of such renewal and furnish certificates or binders evidencing such renewal as soon as practicable, but in no event later than 30 days after the earlier of the date such renewal is effected or the expiration date of the original policy or policies.

(c) It is understood and agreed that the insurance required hereunder may be part of a company-wide insurance program, including risk retention and self-insurance.

12.2 Proceeds of Insurance. The entire proceeds of any property insurance or third party payments for damages to any Unit received by Lessor or the Indenture Trustee shall be held by such party until, with respect to such Unit, the repairs referred to in clause (a) below are made as specified therein or payment of the Stipulated Loss Value is made, and such entire proceeds will be paid, so long as no Event of Default set forth in paragraph (a), (b) or (c) of Section 14 shall have occurred and be continuing, either: (a) to Lessee promptly following receipt by the Indenture Trustee or Lessor, as the case may be, of a written application signed by Lessee for payment to Lessee for repairing or restoring the Units which have been damaged so long as (i) Lessee shall have complied with the applicable provisions of the Lease, and (ii) Lessee shall have certified that any damage to such Units shall have been fully repaired or restored; or (b) if this Lease is terminated with respect to such Unit because of an Event of Loss and Lessee has paid the Stipulated Loss Value due as a result thereof, such proceeds shall be promptly paid over to, or retained by, Lessee.

12.3 Additional Insurance. In the event that Lessee shall fail to maintain insurance as herein provided, Lessor may at its option, upon prior written notice to Lessee, provide such insurance and, in such event, Lessee shall, upon demand from time to time, reimburse Lessor for the cost thereof together with interest from the date of payment thereof at the Late Rate, on the amount of the cost to Lessor of such insurance which Lessee shall have failed to maintain. If after Lessor has provided such insurance, Lessee then obtains the coverage provided for in Section 12.1(a) which was replaced by the insurance provided by Lessor and Lessee provides Lessor with evidence of such coverage reasonably satisfactory to Lessor, upon Lessee's written request to Lessor, Lessor shall cancel the insurance it has provided pursuant to the first sentence of this Section 12.3. In such event, Lessee shall reimburse Lessor for all costs to Lessor of cancellation, including without limitation any short rate penalty, together with interest

from the date of Lessor's payment thereof at the Late Rate. In addition, at any time Lessor (either directly or in the name of the Owner Participant) may at its own expense carry insurance with respect to its interest in the Units, provided that such insurance does not interfere with Lessee's ability to insure the Equipment as required by this Section 12 or adversely affect Lessee's insurance or the cost thereof, it being understood that all salvage rights to each Unit shall remain with Lessee's insurers at all times. Any insurance payments received from policies maintained by Lessor pursuant to the previous sentence shall be retained by Lessor without reducing or otherwise affecting Lessee's obligations hereunder.

Section 13. Reports; Inspection.

13.1 Duty of Lessee to Furnish. On or before April 30, 1992, and on each April 30 thereafter, Lessee will furnish to Lessor, Owner Participant and the Indenture Trustee an accurate statement, as of the preceding December 31, (a) showing the amount, description and reporting marks of the Units then leased hereunder, the amount, description and reporting marks of all Units that may have suffered an Event of Loss during the 12 months ending on such December 31 (or since the Closing Date, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as Lessor may reasonably request, (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4.2 hereof shall have been preserved or replaced, and (c) showing the percentage on a state-by-state basis, as well as percentage of use in Canada and Mexico, of the total mileage travelled by all railcars in Lessee's fleet for the prior calendar year as reported to Lessee by railroads. Lessee will provide Owner Participant with prompt notice, but in any event within 30 days of (i) any legal proceeding relating to any Unit, alleging that Lessee is liable for an amount in excess of \$5,000,000 or that Lessor, the Owner Participant or the Indenture Trustee is liable for an amount in excess of \$10,000, (ii) actual knowledge of or receipt of written notice alleging that any Unit violates any environmental law where the cost of placing such Unit into compliance is likely to exceed \$10,000 or (iii) actual knowledge of or receipt of written notice of any incident involving any Unit alleging personal injury or property damage (including damage to the environment) including costs of remediation, in excess of \$1,000,000.

13.2 Lessor's Inspection Rights. Lessor, Owner Participant and the Indenture Trustee each shall have the right, but not the obligation, at their respective sole cost, expense and risk (including, without limitation, the risk of personal injury or death), by their respective authorized representatives, to inspect the Equipment and Lessee's records with respect thereto, and following the occurrence of a Lease Default and during the continuance thereof, or following notice by the Lessee that it will be returning any Unit to Lessor pursuant to Section 10 or Section 22, the sublease of the Equipment and Lessee's records with respect thereto, in any case during Lessee's normal business hours and upon

reasonable prior notice to Lessee; provided, however, that Lessee shall not be liable for any injury to, or the death of, any Person exercising, either on behalf of Lessor, any Owner Participant, the Indenture Trustee or any prospective user, the rights of inspection granted under this Section 13.2 unless caused by Lessee's gross negligence or wilful misconduct. No inspection pursuant to this Section 13.2 shall interfere with the use, operation or maintenance of the Equipment or the normal conduct of Lessee's business, and Lessee shall not be required to undertake or incur any additional liabilities in connection therewith.

Section 14. Events of Default.

The following events shall constitute Events of Default hereunder (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) and each such Event of Default shall be deemed to exist and continue so long as, but only as long as, it shall not have been remedied:

(a) Lessee shall fail to make any payment of Basic Rent within 5 Business Days after the same shall have become due; or

(b) Lessee shall fail to make any payment of Supplemental Rent, including indemnity or tax indemnity payments, Stipulated Loss Value or Termination Value after the same shall have become due and such failure shall continue unremedied for 10 Business Days after receipt by Lessee of written notice of such failure from Lessor or the Indenture Trustee; or

(c) Lessee shall fail to make any other payment under the Operative Agreements after the same shall have become due and such failure shall continue unremedied for a period of 30 days after receipt by Lessee of written notice of such failure from Lessor or the Indenture Trustee;

(d) Lessee shall fail to maintain the insurance required by Section 12.1; or

(e) Lessee shall make or permit any possession of the Equipment or any portion thereof not permitted by this Lease or any unauthorized assignment or transfer of this Lease in violation of Section 18.2; or

(f) Lessee shall fail to observe or perform any of the covenants or agreements to be observed or performed by Lessee in Section 6.8, or shall fail to observe or perform any of the covenants or agreements to be observed or performed by it in Section 6.12 of the Participation Agreement, and such failure shall continue unremedied for 30 days; or

(g) any representation or warranty made by Lessee in this Lease or in the Participation Agreement is untrue or incorrect in any material respect as of the date of issuance or making thereof and such untruth or incorrectness shall continue to be material and unremedied for a period of 30 days after receipt by Lessee of written notice thereof from Lessor or the Indenture Trustee; provided that, if such untruth or incorrectness is capable of being remedied, no such untruth or incorrectness shall constitute an Event of Default hereunder for a period of 60 days after receipt of such notice so long as Lessee is diligently proceeding to remedy such untruth or incorrectness; or

(h) Lessee shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it, or (iii) admit in writing its inability to pay its debts generally as they come due, or (iv) make a general assignment for the benefit of creditors, or (v) take any corporate action to authorize any of the foregoing; or

(i) an involuntary case or other proceeding shall be commenced against Lessee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or

(j) Lessee shall fail to observe or perform any other of the covenants or agreements to be observed or performed by Lessee hereunder or under the Participation Agreement and such failure shall continue unremedied for 30 days after notice from Lessor or the Indenture Trustee to Lessee, specifying the failure and demanding the same to be remedied; provided that, if such failure is capable of being remedied, no such failure shall constitute an Event of Default hereunder for a period of 90 days after receipt of such notice so long as Lessee is diligently proceeding to remedy such failure;

provided that, notwithstanding anything to the contrary contained in this Lease, any failure of Lessee to perform or observe any covenant or agreement herein shall not constitute an Event of Default if such failure is caused solely by reason of an event referred to in the definition of "Event of Loss" so long as Lessee is continuing to comply with the applicable terms of Section 11. Lessor shall notify Lessee promptly upon obtaining knowledge of

Lessee's failure to make any payment of Basic Rent after the same shall have become due; provided that the giving of such notice by Lessor shall not be a condition to the start of the 5-Business Day period referred to in paragraph (a) of this Section 14.

Section 15. Remedies.

15.1 Remedies. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may, at its option, declare this Lease to be in default by a written notice to Lessee; and at any time thereafter, so long as Lessee shall not have remedied all outstanding Events of Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect, to the extent permitted by, and subject to compliance with any mandatory requirements of, applicable law then in effect:

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof;

(b) by notice in writing to Lessee, Lessor may demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith return all of the Equipment to Lessor or its order in the manner and condition required by, and otherwise in accordance with all of the provisions of Section 15.6; or Lessor with or without notice or judicial process may by its agents enter upon the premises of Lessee or other premises where any of the Equipment may be located and take possession of and remove all or any of the Units and thenceforth hold, possess and enjoy the same free from any right of Lessee, or its successor or assigns, to use such Units for any purpose whatever;

(c) sell any Unit at public or private sale, as Lessor may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such sale or for the proceeds thereof (except to the extent required by paragraph (f) below if Lessor elects to exercise its rights under said paragraph), in which event Lessee's obligation to pay Basic Rent with respect to such Unit hereunder due for any periods subsequent to the date of such sale shall terminate (except to the extent that Basic Rent is to be included in computations under paragraph (e) or (f) below if Lessor elects to exercise its rights under either of said paragraphs);

(d) hold, keep idle or lease to others any Unit as Lessor in its sole discretion may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto, except that Lessee's obligation to pay Basic Rent with respect to such Unit due for any periods subsequent to the date upon which Lessee shall have been

deprived of possession and use of such Unit pursuant to this Section 15 shall be reduced by the net proceeds, if any, received by Lessor from leasing such Unit to any Person other than Lessee;

(e) whether or not Lessor shall have exercised, or shall thereafter at any time exercise, any of its rights under paragraph (a), (b), (c) or (d) above with respect to any Unit, Lessor, by written notice to Lessee specifying a payment date (which date shall be a Determination Date for the purposes of computing Stipulated Loss Value) which shall be not earlier than 30 days after the date of such notice, may demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, on the payment date specified in such notice, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Basic Rent for such Unit due after the payment date specified in such notice), all Rent due and payable, or accrued, for such Unit as of the payment date specified in such notice plus whichever of the following amounts Lessor, in its sole discretion, shall specify in such notice: (i) an amount equal to the excess, if any, of the Stipulated Loss Value for such Unit, over the present value of the Fair Market Rental Value of such Unit for the remainder of the Basic Term or any Renewal Term then in effect as the case may be, as of the payment date specified in such notice, such present values to be computed on the basis of a per annum rate of discount equal to 9.18% compounded semi-annually, from the respective dates upon which such rents would be paid; or (ii) an amount equal to the excess, if any, of the Stipulated Loss Value for such Unit computed as of the payment date specified in such notice over the Fair Market Sales Value of such Unit as of the payment date specified in such notice; or (iii) an amount equal to the higher of Stipulated Loss Value for such Unit computed as of the payment date specified in such notice or the Fair Market Sales Value of such Unit as of the payment date specified in such notice, and upon payment by Lessee pursuant to this clause (iii) of such Stipulated Loss Value or Fair Market Sales Value, as the case may be, and of all other amounts payable by Lessee under this Lease and under the other Operative Agreements in respect of such Unit, Lessor shall transfer without recourse or warranty all right, title and interest of Lessor in and to such Unit to Lessee or as it may direct, and Lessor shall execute and deliver such documents evidencing such transfer as Lessee shall reasonably request;

(f) if Lessor shall have sold any Unit pursuant to paragraph (c) above, Lessor, in lieu of exercising its rights under paragraph (e) above with respect to such Unit may, if it shall so elect, demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Basic Rent for such Unit due subsequent to the Rent Payment Date next preceding such sale), any accrued and unpaid Rent for such Unit as of the date of such sale and, if that date is a Rent Payment Date, the Basic Rent due on that date, plus the amount, if

any, by which the Stipulated Loss Value of such Unit computed as of the Rent Payment Date next preceding the date of such sale or, if such sale occurs on a Rent Payment Date, then computed as of such Rent Payment Date, exceeds the net proceeds of such sale; and

(g) Lessor may rescind or terminate this Lease or may exercise any other right or remedy that may be available to it under applicable law.

In addition, Lessee shall be liable, except as otherwise provided above, for any and all unpaid Rent due hereunder before or during the exercise of any of the foregoing remedies, and for legal fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including without limitation the repayment in full of any costs and expenses necessary to be expended in repairing any Unit in order to cause it to be in compliance with all maintenance and regulatory standards imposed by this Lease.

15.2 Cumulative Remedies. The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any offset or counterclaim against the rent payments due hereunder, and agrees to make the rent payments regardless of any offset or counterclaim or claim which may be asserted by the Lessee on its behalf in connection with the lease of the Equipment. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise that may require Lessor to sell, lease or otherwise use the Equipment in mitigation of Lessor's damages as set forth in Section 15.1 or that may otherwise limit or modify any of Lessor's rights and remedies provided in this Section 15.

15.3 No Waiver. No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Lease shall impair any such right, power or remedy of Lessor, nor shall any such delay or omission be construed as a waiver of any breach or default, or of any similar breach or default hereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default.

15.4 Notice of Event of Default. The Lessee also agrees to furnish to the Lessor, the Owner Participant and the Indenture Trustee, promptly upon any officer becoming aware of any condition which constituted or constitutes an Event of Default under this Lease or which, after notices or lapse of time, or both, would constitute such an Event of Default, written notice specifying such condition and the nature and status thereof.

15.5 Lessee's Duty to Furnish Information With Respect to Subleases. Upon the occurrence of an Event of Default set forth in paragraph (a), (b), (c), (h) or (i) of Section 14, Lessor may request that Lessee deliver to Lessor, and upon such request Lessee agrees that it will promptly provide to Lessor, a detailed list of all Units that are then being subleased by Lessee, the identity of the sublessees with respect to such Units, the identity of an employee or other agent of each such sublessee with whom Lessee regularly communicates with in respect of such Units and the most recent known location of such Units.

15.6 Lessee's Duty to Return Equipment Upon Default. If Lessor or any assignee of Lessor shall terminate this Lease pursuant to Section 15 hereof, Lessee shall forthwith deliver possession of the Equipment to the Lessor. For the purpose of delivering possession of any Unit to Lessor as above required, Lessee shall at its own cost, expense and risk (except as hereinafter stated):

(a) Forthwith place such Equipment upon such storage tracks of Lessee or any of its affiliates or, at the expense of Lessee, on any other storage tracks, as Lessor may designate or, in the absence of such designation, as Lessee may select;

(b) Permit Lessor to store such Equipment on such tracks without charge for insurance, rent or storage until such Equipment has been sold, leased or otherwise disposed of by Lessor and during such period of storage Lessee shall continue to maintain all insurance required by Section 12.1 hereof; and

(c) Transport the Equipment to any place on any lines of railroad or to any connection carrier for shipment, all as Lessor may direct in writing.

All Equipment returned shall be in the condition required by Section 6.2 hereof.

All amounts earned in respect of the Equipment after the date of termination of this Lease pursuant to Section 15 hereof, but not exceeding the rental, per diem, or other similar charge for equipment received therefor, shall be paid to Lessor or any assignee of Lessor, and, if received by Lessee, shall be promptly turned over to Lessor or such assignee. In the event any Unit is not assembled, delivered and stored as hereinabove provided within 15 days after the termination of this Lease, Lessee shall, in addition, pay to Lessor or such assignee as liquidated damages and not as a penalty, for each day thereafter an amount equal to the amount, if any, by which the higher of (i) an amount equal to the daily equivalent of the Basic Rent in effect immediately prior to the expiration of the Lease for such Unit and (ii) 125% of the Fair Market Rental Value for such Unit for each such day exceeds the amount, if any, received by Lessor or such assignee (either

directly or from the Lessee) for such day for such Unit pursuant to the preceding sentence.

15.7 Specific Performance; Lessor Appointed Lessee's Agent. The assembling, delivery, storage and transporting of the Equipment as provided in Section 15.6 are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Equipment. Without in any way limiting the obligation of Lessee under the provisions of Section 15.6, Lessee hereby irrevocably appoints the Lessor as the agent and attorney of Lessee, with full power and authority, at any time while Lessee is obligated to deliver possession of any Units to the Lessor pursuant to this Section 15, to demand and take possession of such Unit in the name and on behalf of the Lessee from whosoever shall be at the time in possession of such Unit.

Section 16. Filings; Further Assurances.

16.1 Filings. On or prior to the Closing Date Lessee will (i) cause this Lease, the Lease Supplement dated the Closing Date, the Indenture and the Indenture Supplement dated the Closing Date to be duly filed and recorded with the ICC in accordance with 49 U.S.C. § 11303 and (ii) cause this Lease, the Lease Supplement dated the Closing Date, the Indenture and the Indenture Supplement dated the Closing Date to be deposited with the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada and cause notice of such deposit to be forthwith given in The Canada Gazette in accordance with said Section 90 and will furnish Lessor, the Indenture Trustee and the Owner Participant proof thereof.

16.2 Further Assurances. Lessee will duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request or as may be required by applicable law in order to effectively carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created in favor of Lessor, the Owner Participant and the Indenture Trustee hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form, subjecting to this Lease any Replacement Unit and the recording or filing of counterparts hereof or thereof in accordance with the laws of such jurisdiction as Lessor may from time to time deem advisable, and the filing of financing statements with respect thereto; provided that this sentence is not intended to impose upon Lessee any additional liabilities not otherwise contemplated by this Lease.

16.3 Expenses. Lessee will pay all costs, charges and expenses (including reasonable attorneys fees) incident to any such filing, refiling, recording and rerecording or depositing and re-depositing of any such instruments or incident to the taking of such action.

Section 17. Lessor's Right to Perform.

If Lessee fails to make any payment required to be made by it hereunder or fails to perform or comply with any of its other agreements contained herein, Lessor may itself make such payment or perform or comply with such agreement, after giving not less than five Business Days' prior notice thereof to Lessee (except in the event that an Indenture Default resulting solely from a Lease Default or an Event of Default shall have occurred and be continuing, in which event Lessor may effect such payment, performance or compliance to the extent necessary to cure such Indenture Default with notice given concurrently with such payment, performance or compliance), but shall not be obligated hereunder to do so, and the amount of such payment and of the reasonable expenses of Lessor incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Late Rate, to the extent permitted by applicable law, shall be deemed to be Supplemental Rent, payable by Lessee to Lessor on demand.

Section 18. Assignment.

18.1 Assignment by Lessor. Lessee and Lessor hereby confirm that concurrently with the execution and delivery of this Lease, Lessor has executed and delivered to the Indenture Trustee the Indenture, which assigns as collateral security and grants a security interest in favor of the Indenture Trustee in, to and under this Lease and certain of the Rent payable hereunder (excluding Excepted Property), all as more explicitly set forth in the Indenture. Lessor agrees that it shall not otherwise assign or convey its right, title and interest in and to this Lease, the Equipment or any Unit, except as expressly permitted by and subject to the provisions of the Participation Agreement, the Trust Agreement and the Indenture.

18.2 Assignment by Lessee. Except as otherwise provided in Section 8.3 or in the case of any requisition for use by an agency or instrumentality of the United States government referred to in Section 11.1, Lessee will not, without the prior written consent of Lessor, assign any of its rights hereunder, except as provided in the Participation Agreement; provided that the Lessee may assign its rights and/or obligations hereunder to any corporation controlled by, controlling or under common control with the Lessee, provided that the Lessor shall have received an instrument or instruments reasonably satisfactory to it, the Owner Participant and the Indenture Trustee under which such assignee assumes the obligations of the Lessee hereunder and the Lessee irrevocably and unconditionally guarantees such assignee's performance of all of such obligations as primary obligor and not as a surety.

18.3 Sublessee's Performance and Rights. Any obligation imposed on Lessee in this Lease shall require only that Lessee perform or cause to be performed such obligation, even if stated herein as a direct obligation, and the performance of any such

obligation by any permitted assignee, sublessee or transferee under an assignment, sublease or transfer agreement then in effect and permitted by the terms of this Lease shall constitute performance by Lessee and discharge such obligation by Lessee. Except as otherwise expressly provided herein, any right granted to Lessee in this Lease shall grant Lessee the right to exercise such right or permit such right to be exercised by any such assignee, sublessee or transferee, provided that Lessee's purchase and renewal options set forth in Section 22 may be exercised only by Lessee itself or by any assignee or transferee of, or successor to, Lessee in a transaction permitted by Section 6.8 of the Participation Agreement. The inclusion of specific references to obligations or rights of any such assignee, sublessee or transferee in certain provisions of this Lease shall not in any way prevent or diminish the application of the provisions of the two sentences immediately preceding with respect to obligations or rights in respect of which specific reference to any such assignee, sublessee or transferee has not been made in this Lease.

Section 19. Net Lease, Etc.

This Lease is a net lease and Lessee's obligation to pay all Rent payable hereunder shall, subject to Section 3.5, be absolute, unconditional and irrevocable and shall not be affected by any circumstance of any character including, without limitation, (i) any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right that Lessee may have (other than pursuant to Section 3.5 hereof) against Lessor, the Owner Participant, the Indenture Trustee or any holder of an Equipment Note or Pass Through Certificate, any vendor or manufacturer of any Unit, or any other Person for any reason whatsoever, (ii) any defect in or failure of title, merchantability, condition, design, compliance with specifications, operation or fitness for use of all or any part of any Unit, (iii) any damage to, or removal, abandonment, requisition, taking, condemnation, loss, theft or destruction of all or any part of any Unit or any interference, interruption, restriction, curtailment or cessation in the use or possession of any Unit by Lessee or any other Person for any reason whatsoever or of whatever duration, (iv) any insolvency, bankruptcy, reorganization or similar proceeding by or against Lessee, Lessor, the Owner Participant, the Indenture Trustee, any holder of an Equipment Note or Pass Through Certificate or any other Person, (v) the invalidity, illegality or unenforceability of this Lease, any other Operative Agreement, or any other instrument referred to herein or therein or any other infirmity herein or therein or any lack of right, power or authority of Lessee, Lessor, the Owner Participant, the Indenture Trustee, any holder of an Equipment Note or Pass Through Certificate or any other Person to enter into this Lease or any other Operative Agreement or to perform the obligations hereunder or thereunder or consummate the transactions contemplated hereby or thereby or any doctrine of force majeure, impossibility, frustration or failure of consideration, (vi) the breach or failure of any warranty or representation made in this Lease or any other Operative Agreement by Lessee, Lessor, the Owner Participant, the

Indenture Trustee, any holder of an Equipment Note or Pass Through Certificate or any other Person, or (vii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease with respect to any Unit, except in accordance with the express terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except as specifically provided herein, Lessee nonetheless agrees, subject to Section 3.5, to the maximum extent permitted by law, to pay to Lessor or to the Indenture Trustee, as the case may be, an amount equal to each installment of Basic Rent and all Supplemental Rent due and owing, at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated in whole or in part. Each payment of Rent made by Lessee hereunder shall be final and Lessee shall not seek or have any right to recover all or any part of such payment from Lessor or any Person for any reason whatsoever. Nothing contained herein shall be construed to waive any claim which Lessee might have under any of the Operative Agreements or otherwise or to limit the right of Lessee to make any claim it might have against Lessor or any other Person or to pursue such claim in such manner as Lessee shall deem appropriate.

Section 20. Notices.

Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing or by a telecommunications device capable of creating a written record, and any such notice shall become effective (i) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (iii) in the case of notice by such a telecommunications device, upon transmission thereof, provided such transmission is promptly confirmed in writing by either of the methods set forth in clause (ii) and in this clause (iii), in each case addressed to the following Person at its respective address set forth below or at such other address as such Person may from time to time designate by written notice to the other Persons listed below:

If to Lessor:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115
Attention: Corporate Trust Administration

Fax No.: (203) 240-7920
Confirmation No.: (203) 728-4545

With copies to the Owner Participant.

If to the Owner Participant:

General Foods Credit Corporation
c/o Philip Morris Capital Corporation
800 Westchester Avenue
Rye Brook, New York 10573-1301
Attention: Vice President Leasing
Fax No.: (914) 335-1287
Confirmation No.: (914) 335-5000

If to the Indenture Trustee:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603
Attention: Corporate Trust Department 311/12
(GATC Trust No. 91-1)

Fax No.: (312) 461-3525
Confirmation No.: (312) 461-2527

If to Lessee:

General American Transportation Corporation
120 South Riverside Plaza
Chicago, Illinois 60606
Attention: Treasurer

Fax No.: (312) 621-6698
(312) 621-6646
Confirmation No.: (312) 621-8468

Section 21. Concerning the Indenture Trustee.

21.1 Limitation of Indenture Trustee's Liabilities.
Notwithstanding any provision herein or in any of the Operative Agreements to the contrary, the Indenture Trustee's obligation to take or refrain from taking any actions, or to use its discretion (including, but not limited to, the giving or withholding of consent or approval and the exercise of any rights or remedies under such Operative Agreements), and any liability therefor, shall, in addition to any other limitations provided herein or in the other

Operative Agreements, be limited by the provisions of the Indenture, including, but not limited to, Article VI thereof.

21.2 Right, Title and Interest of Indenture Trustee Under Lease. It is understood and agreed that the right, title and interest of the Indenture Trustee in, to and under this Lease and the Rent due and to become due hereunder shall by the express terms granting and conveying the same be subject to the interest of Lessee in and to the Equipment.

Section 22. Purchase Options; Renewal Options.

22.1 Election to Retain or Return Equipment. Not less than 270 days prior to the end of the Basic Term, the Lessee shall give the Lessor irrevocable notice of its decision to return or retain all but not less than all of the Tank Cars and/or all but not less than all of the Covered Hopper Cars at the end of the Basic Term. Not less than 270 days prior to the end of the Fixed Rate Renewal Term and the Fair Market Renewal Term, the Lessee shall give the Lessor irrevocable notice of its decision to return or retain all but not less than all of the Tank Cars and/or all but not less than all of the Covered Hopper Cars then leased at the end of such Renewal Term. If the Lessee elects to retain such Units of Equipment, Lessee shall comply with Section 22.2 and/or 22.3 hereof, as it may elect in accordance with the provisions thereof including the notice requirements stated therein. If Lessee fails to give the 270 days' notice required by this Section 22.1, Lessee shall be deemed to have irrevocably elected to return all of the Tank Cars and all of the Covered Hopper Cars at the end of the Basic Term or the applicable Renewal Term, as the case may be, in accordance with Section 6.

22.2 Purchase Options. Provided that no Event of Default by Lessee under this Lease shall have occurred and be continuing (unless Lessor shall have waived such Event of Default solely for the purpose of this Section 22.2) and the Lessee shall have duly given the notice required by Section 22.1 and by the next succeeding sentence of this Section 22.2, the Lessee shall have the right and obligation to purchase all but not less than all of the Tank Cars and/or all but not less than all of the Covered Hopper Cars then leased hereunder (as specified in such notice) at either (i) the expiration of the Basic Term at a price equal to the lesser of (x) the Fixed Purchase Price or (y) the Fair Market Sales Value of such Units or (ii) at the expiration of the Fixed Rate Renewal Term or Fair Market Renewal Term (as provided in Section 22.3 hereof), at a price equal to the Fair Market Sales Value of such Units. The Lessee shall give the Lessor written notice not less than 90 days prior to the end of the Basic Term, the Fixed Rate Renewal Term or Fair Market Renewal Term, as the case may be, of its election to exercise the purchase option provided for in this Section 22.2, which notice shall be irrevocable. Payment of the purchase price, together with all other amounts due and owing by Lessee under the Operative Agreements, shall be made at the place of payment specified in Section 3.6 hereof in immediately available funds against delivery of a Bill of Sale transferring and assigning

to the Lessee all right, title and interest of the Lessor in and to the Units on an "as-is" "where-is" basis and containing a warranty against Lessor's Liens attributable to Lessor. The Lessor shall not be required to make any other representation or warranty as to the condition of the Units or any other matters, and may specifically disclaim any such representations or warranties.

22.3 Renewal Options. (a) Provided no Lease Default shall have occurred and be continuing (unless Lessor shall have waived such Lease Default solely for the purpose of this Section 22.3(a)) and Lessee shall have duly given the notice required by Section 22.1, the lease pursuant to this Lease of all but not less than all of the Tank Cars and/or all but not less than all of the Covered Hopper Cars leased hereunder at the expiration of the Basic Term which Lessee has not elected to purchase pursuant to Section 22.2 shall be renewed for the period specified in the notice from Lessee to lessor referred to in the next succeeding sentence or, if such notice is not given within the required 90-day period, for a period of five years (the "Fixed Rate Renewal Term"). The Lessee shall give the Lessor written notice not less than 90 days prior to the end of the Basic Term of the period of the Fixed Rate Renewal Term, which shall be either two years, four years or five years. The Basic Rent for each Unit during the Fixed Rate Renewal Term shall be (i) with respect to each Unit which satisfies the requirements set forth in clauses (x) and (y) below, 50% of the average of the semiannual Basic Rent installments payable hereunder for such Unit during the 22-year period following the Basic Term Commencement Date, payable semiannually in advance:

(x) the elapsed time measured from the Closing Date to the last day of the 120-day holdover period (as provided in Section 6.a(a) hereof) after the end of the Fixed Rate Renewal Term does not exceed 80% of the reappraised estimate economic useful life of such Unit, and

(y) at the end of such 120-day holdover period the Fair Market Sales Value of such Unit, determined without regard to the effect of inflation or deflation since the Closing Date (so that for this purpose the Fair Market Sales Value of such Unit as at the end of the Basic Term shall be determined by discounting its then current Fair Market Sales Value by the amount of any inflation that has actually occurred during the Basic Term) is not less than 20% of the Equipment Cost of such Unit;

and (ii) with respect to each Unit which does not satisfy the requirements set forth in clauses (x) and (y) above, the higher of (x) 50% of the average of the semiannual Basic Rent installments payable hereunder for such Unit during the 22-year period following the Basic Term Commencement Date and (y) the Fair Market Rental Value of such Unit at the end of the Basic Term, payable semiannually in advance. The Fixed Rate Renewal Term shall commence immediately upon the expiration of the Basic Term.

(b) Provided no Lease Default shall have occurred and be continuing (unless Lessor shall have waived such Lease Default solely for the purpose of this Section 22.3(b)) and Lessee shall have duly given the notice required by Section 22.1, the lease pursuant to this Lease of all but not less than all of the Tank Cars and/or all but not less than all of the Covered Hopper Cars leased hereunder at the expiration of the Fixed Rate Renewal Term which Lessee has not elected to purchase pursuant to Section 22.2 shall be renewed for the period specified in the notice from Lessee to Lessor referred to in the next succeeding sentence or, if such notice is not given within the required 90-day period, for a period of five years (the "Fair Market Renewal Term"). The Lessee shall give the Lessor written notice not less than 90 days prior to the end of the Fixed Rate Renewal Term of the period of the Fair Market Renewal Term, which shall be either two years, four years or five years. The Basic Rent for the Units leased during the Fair Market Renewal Term shall be the Fair Market Rental Value thereof, payable semiannually in advance. The Fair Market Renewal Term shall commence immediately upon the expiration of the Fixed Rate Renewal Term.

22.4 Appraisal. Promptly following Lessee's written notice pursuant to Section 22.1 of its election to retain any Units at the end of the Basic Term or a Renewal Term, as the case may be, (i) Lessor and Lessee shall proceed to determine the Fair Market Sales Value and Fair Market Rental Value of the Units to be retained in accordance with the definition of said terms in Appendix A to this Lease, and (ii) if Lessee desires to exercise the renewal option set forth in Section 22.3(a) Lessee shall cause an independent appraiser satisfactory to the Owner Participant and the Lessee to make the determinations referred to in clauses (x) and (6) of the penultimate sentence of said Section 22.3(a) as at the end of the second year, the fourth year and the fifth year after the expiration of the Basic Term.

22.5 Stipulated Loss Value and Termination Value During Renewal Term. All of the provisions of this Lease, other than Section 10, shall be applicable during any renewal term for such Units, except as specified in the next two succeeding sentences. During any Renewal Term, the Stipulated Loss Value and Termination Value of any Unit shall be determined on the basis of the Fair Market Sales Value of such Unit as of the first day of such Renewal Term, reduced in equal monthly increments to the Fair Market Sales Value of such Unit as of the last day of such Renewal Term; provided that in no event during any Fixed Rate Renewal Term shall the Stipulated Loss Value or Termination Value of any Unit be less than 20% of the Equipment Cost of such Unit.

Section 23. Limitation of Lessor's Liability.

It is expressly agreed and understood that all representations, warranties and undertakings of Lessor hereunder (except as expressly provided herein) shall be binding upon Lessor only in its capacity as Owner Trustee under the Trust Agreement and in no case shall The Connecticut National Bank be personally liable for or on

account of, any statements, representations, warranties, covenants or obligations stated to be those of Lessor hereunder, except that Lessor (or any successor Owner Trustee) shall be personally liable for its gross negligence or willful misconduct and for its breach of its covenants, representations and warranties contained herein to the extent covenanted or made in its individual capacity.

Section 24. Investment of Security Funds; Miscellaneous.

Any moneys received by Lessor or the Indenture Trustee pursuant to Section 12.2 which are required to be paid to Lessee after completion of repairs to be made pursuant to Section 12.2 or pursuant to Section 11.4(a) or 11.5, as the case may be, until paid to Lessee as provided in Section 11.4(a), 11.5 or 12.2 or as otherwise applied as provided herein or in the Trust Agreement and Indenture, shall be invested in Permitted Investments by Lessor (unless the Indenture shall not have been discharged, in which case, by the Indenture Trustee as provided in Section 6.04(b) of the Indenture) from time to time as directed in writing by Lessee if such investments are reasonably available for purchase. There shall be promptly remitted to Lessee, so long as no Event of Default shall have occurred and be continuing, any gain (including interest received) realized as the result of any such investment (net of any fees, commissions and other expenses, if any, incurred in connection with such investment) and Lessee will promptly pay to Lessor or the Indenture Trustee, as the case may be, on demand, the amount of any loss realized as the result of any such investment (together with any fees, commissions and other expenses, if any, incurred in connection with such investment), such amount to be disposed of in accordance with the terms of the Trust Agreement and the Indenture. If the amount of the estimated Make-Whole Amount paid to the Owner Trustee or the Indenture Trustee together with any investment earnings (including interest received) thereon (net of any fees, commissions and other expenses, if any, incurred in connection with such investment) shall exceed the actual Make-Whole Amount, the Indenture Trustee or the Owner Trustee, as the case may be, shall promptly remit to the Lessee the amount of such excess.

Section 25. Miscellaneous.

25.1 Governing Law; Severability. This Lease, and any extensions, amendments, modifications, renewals or supplements hereto shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under the laws of any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease in any other jurisdiction.

25.2 Execution in Counterparts. This Lease may be executed in any number of counterparts, each executed counterpart constituting an original and in each case such counterparts shall constitute but one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

25.3 Headings and Table of Contents; Section References. The headings of the sections of this Lease and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof. All references herein to numbered sections, unless otherwise indicated, are to sections of this Lease.

25.4 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

25.5 True Lease. It is the intent of the parties to this Lease that it will be a true lease and not a "conditional sale," and that Lessor shall at all times be considered to be the owner of each Unit which is the subject of this Lease for the purposes of all Federal, state, city and local income taxes or for franchise taxes measured by income, and that this Lease conveys to Lessee no right, title or interest in any Unit except as lessee. Nothing contained in this Section 25.5 shall be construed to limit Lessee's use or operation of any Unit or constitute a representation, warranty or covenant by Lessee as to tax consequences.

25.6 Amendments and Waivers. No term, covenant, agreement or condition of this Lease may be terminated, amended or compliance therewith waived (either generally or in a particular instance, retroactively or prospectively) except by an instrument or instruments in writing executed by each party hereto and except as may be permitted by the terms of the Indenture.

25.7 Survival. All warranties, representations, indemnities and covenants made by either party hereto, herein or in any certificate or other instrument delivered by such party or on the behalf of any such party under this Lease, shall be considered to have been relied upon by the other party hereto and shall survive the consummation of the transactions contemplated hereby on the Closing Date regardless of any investigation made by either such party or on behalf of either such party.

25.8 Business Days. If any payment is to be made hereunder or any action is to be taken hereunder on any date that is not a Business Day, such payment or action otherwise required to be made or taken on such date shall be made or taken on the immedi-

ately succeeding Business Day with the same force and effect as if made or taken on such scheduled date and as to any payment (provided any such payment is made on such succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

25.9 Directly or Indirectly. Where any provision in this Lease refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

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[Next Section 25.10]

25.10 Incorporation by Reference. The payment obligations set forth in Sections 7.1 and 7.2 of the Participation Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be duly executed and delivered on the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK, not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee


By


Name: W. R. Munroe
Title: Trust Officer

LESSEE:

GENERAL AMERICAN TRANSPORTATION CORPORATION

By


E. Paul Dunn, Jr.
Treasurer

Receipt of the original counterpart of the foregoing Lease is hereby acknowledged this ____ day of September, 1991.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By

Name:

Title:

25.10 Incorporation by Reference. The payment obligations set forth in Sections 7.1 and 7.2 of the Participation Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be duly executed and delivered on the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK, not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee

By _____
Name:
Title:

LESSEE:

GENERAL AMERICAN TRANSPORTATION CORPORATION

By E. Paul Dunn, Jr.
E. Paul Dunn, Jr.
Treasurer

Receipt of the original counterpart of the foregoing Lease is hereby acknowledged this ____ day of September, 1991.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By _____
Name:
Title:

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 5th day of September, 1991, before me personally appeared W. R. Munroe, to me personally known, who being by me duly sworn, say that he is Trust Officer of THE CONNECTICUT NATIONAL BANK, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

DAWN PICCOLI HEINTZ
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of September, 1991, before me personally appeared E. Paul Dunn, Jr., to me personally known, who being by me duly sworn, say that he is the Treasurer of GENERAL AMERICAN TRANSPORTATION CORPORATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this ____ day of September, 1991, before me personally appeared W. R. Munroe, to me personally known, who being by me duly sworn, say that he is Trust Officer of THE CONNECTICUT NATIONAL BANK, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5th day of September, 1991, before me personally appeared E. Paul Dunn, Jr., to me personally known, who being by me duly sworn, say that he is the Treasurer of GENERAL AMERICAN TRANSPORTATION CORPORATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bronna L. Wasserman
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/14/92

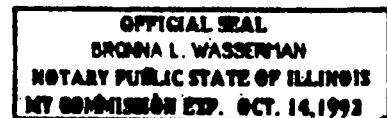


EXHIBIT A
Equipment Lease Agreement

FORM OF

LEASE SUPPLEMENT (GATC Trust No. 91-1) NO. ____

Dated as of _____, 19__

between

THE CONNECTICUT NATIONAL BANK,
Lessor

and

GENERAL AMERICAN TRANSPORTATION CORPORATION,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (GATC Trust No. 91-1), DATED AS OF September 5, 1991, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant
to 49 U.S.C. § 11303 on _____, 1991, at __:__.M.
Recordation Number ____, and deposited in the office
of the Registrar General of Canada pursuant to
Section 90 of the Railway Act of Canada on
_____, 1991, at __:__.M.

LEASE SUPPLEMENT (GATC Trust No. 91-1) NO. ____

LEASE SUPPLEMENT (GATC Trust No. 91-1) NO. ____ dated _____, 19__ (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation ("Lessee");

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, Lessee shall deliver to Owner Trustee a Bill of Sale dated such date by which Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by Lessee and accepted by Owner Trustee on the Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The aggregate Equipment Cost of the Units leased hereunder is \$_____. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

5. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

6. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

7. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of September 5, 1991", the "Lease Agreement, dated as of September 5, 1991," or the "Lease, dated as of September 5, 1991," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

9. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

10. This Lease Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK, not
in its individual, but solely as
Owner Trustee

By: _____

Name:

Title:

LESSEE:

GENERAL AMERICAN TRANSPORTATION
CORPORATION

By: _____

Name:

Title:

APPENDIX A
Equipment Lease Agreement
Trust Indenture and Security Agreement
Participation Agreement

DEFINITIONS

General Provisions

The following terms shall have the following meanings for all purposes of the Operative Agreements referred to below, unless otherwise defined in an Operative Agreement or the context thereof shall otherwise require and such meanings shall be equally applicable to both the singular and the plural forms of the terms herein defined. In the case of any conflict between the provisions of this Appendix A and the provisions of the main body of any Operative Agreement, the provisions of the main body of such Operative Agreement shall control the construction of such Operative Agreement.

Unless the context otherwise requires, (i) references to agreements shall be deemed to mean and include such agreements as the same may be amended, supplemented and otherwise modified from time to time, and (ii) references to parties to agreements shall be deemed to include the permitted successors and assigns of such parties.

Defined Terms

"Advance" shall have the meaning specified in Section 3.5 of the Lease.

"Affiliate" of any Person shall mean any other Person which directly or indirectly controls, or is controlled by, or is under a common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Appraisal" shall have the meaning specified in Section 4.3(a) of the Participation Agreement.

"Average Life Date" shall mean, with respect to the prepayment of an Equipment Note, the date which follows the

prepayment date by a period equal to the Remaining Weighted Average Life of such Equipment Note.

"Bankruptcy Code" shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, 11 U.S.C. § 101 et seq.

"Basic Rent" shall mean, with respect to any Unit of Equipment, all rent payable by the Lessee to the Lessor pursuant to Section 3.2 of the Lease for the Basic Term for such Unit, and all rent payable pursuant to Section 22.3 of the Lease for any Renewal Term for such Unit.

"Basic Term" shall have the meaning specified in Section 3.1 of the Lease.

"Basic Term Commencement Date" shall mean March 11, 1992.

"Basic Term Expiration Date" shall mean the date which is twenty-two years after the Basic Term Commencement Date.

"Beneficial Interest" shall mean the interest of the Owner Participant under the Trust Agreement.

"Bill of Sale" shall mean the bill of sale, dated the Closing Date or the date that any Replacement Unit is subjected to the Lease, from Lessee to Owner Trustee covering the Units delivered on the Closing Date or such Replacement Unit, as the case may be, substantially in the form of Exhibit B to the Participation Agreement.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in New York, New York, Chicago, Illinois, the city and state in which the principal corporate trust office of the Owner Trustee is located, or, until the Lien of the Indenture has been discharged, the city and state in which the principal corporate trust office of the Indenture Trustee is located.

"Certificate of Acceptance" shall have the meaning specified in Section 2.3(b) of the Participation Agreement.

"Change in Tax Law" shall mean a change, amendment, modification, addition or deletion (whether proposed, temporary or final) in or to the Code, any regulation thereunder or any Revenue Ruling, Revenue Procedure or other published administrative determination, in each case after the execution and delivery of the Participation Agreement.

"Closing Date" shall have the meaning specified in Section 2.1 of the Participation Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" with respect to the Owner Participant, shall have the meaning specified in Section 2.2(a) to the Participation Agreement and with respect to each Loan Participant, shall have the meaning specified in Section 2.2(b) to the Participation Agreement.

"Covered Hopper Cars" shall mean collectively those items of railroad rolling stock described in Schedule 1 to the Participation Agreement as covered hopper cars, together with any and all accessions, additions, improvements, substitutions and replacements from time to time incorporated or installed on any item thereof which are the property of the Lessor pursuant to the terms of a Bill of Sale or the Lease and "Covered Hopper Car" shall mean individually the various items thereof.

"Debt Amortization" with respect to any Equipment Note shall mean the amortization schedule of principal payments applicable thereto.

"Debt Rate" shall mean as of the date of determination, a rate equal to the rate of interest per annum borne by the Equipment Notes then outstanding (computed on the basis of a 360-day year of twelve 30-day months).

"Determination Date" shall mean the 11th day of any calendar month.

"Equipment" shall mean collectively those items of railroad rolling stock described in the Lease Supplements and the Indenture Supplements, together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof which are the property of the Owner Trustee pursuant to the terms of a Bill of Sale or the Lease, and "Unit" shall mean individually the various items thereof.

"Equipment Cost" shall mean, for each Unit, the purchase price therefor paid by the Owner Trustee to the Lessee pursuant to Section 2 of the Participation Agreement and as set forth in Schedule 1 to the Participation Agreement with respect to such Unit.

"Equipment Notes" shall mean the Equipment Notes, each to be substantially in the form therefor set forth in Section 2.01 of the Indenture, issued by the Owner Trustee pursuant to Section 2.02 of the Indenture, and authenticated by the Indenture Trustee, in principal amounts and bearing interest at the rates and payable as provided in Section 2.02 of the Indenture and secured as provided in the Granting Clause of the Indenture, and shall include any Equipment Notes issued in exchange therefor or replacement thereof pursuant to Section 2.07 or 2.08 of the Indenture.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law.

"Event of Loss" shall have the meaning specified in Section 11.1 of the Lease.

"Excepted Property" shall mean (i) all indemnity payments (including, without limitation, payments pursuant to Section 7 of the Participation Agreement and payments under the Tax Indemnity Agreement whether made by adjustment to Basic Rent or otherwise) to which the Owner Participant, the Owner Trustee in its individual capacity or any of their respective successors, permitted assigns, directors, officers, employees, servants and agents is entitled pursuant to the Operative Agreements, (ii) any right, title or interest of the Owner Trustee in its individual capacity or the Owner Participant to any payment which by the terms of Section 17 of the Lease or any corresponding payment under Section 3.3 of the Lease shall be payable to the Owner Trustee in its individual capacity or to the Owner Participant, as the case may be, (iii) any insurance proceeds payable under insurance maintained by the Owner Trustee in its individual capacity or the Owner Participant pursuant to Section 12.3 of the Lease, (iv) any insurance proceeds payable to the Owner Trustee in its individual capacity or to the Owner Participant, under any public liability insurance maintained by Lessee pursuant to Section 12 of the Lease or by any other Person, (v) any rights of the Owner Participant or the Owner Trustee in its individual capacity to demand, collect, sue for, or otherwise receive and enforce payment of the foregoing amounts, (vi) any amount payable to the Owner Participant by any Transferee as the purchase price of the Owner Participant's interest in the Trust Estate in compliance with the terms of the Participation Agreement and the Trust Agreement, and (vii) the respective rights of the Owner Trustee in its individual capacity or the Owner Participant to the proceeds of the foregoing.

"Fair Market Renewal Term" shall have the meaning specified in Section 22.3 of the Lease.

"Fair Market Rental Value" or "Fair Market Sales Value" with respect to any Unit of Equipment shall mean the cash rent or cash price obtainable for such Unit in an arm's length lease or sale between an informed and willing lessee or purchaser under no compulsion to lease or purchase, as the case may be, and an informed and willing lessor or seller, under no compulsion to lease or sell, as the case may be, as the same shall be specified by agreement between Lessor and Lessee. If the parties are unable to agree upon a Fair Market Rental Value and/or a Fair Market Sales Value within 30 days after delivery of notice by Lessee pursuant to Section 22.1 of the Lease, such value shall be determined by appraisal. Lessee will within 15 days after such 30-day period provide Lessor the name of an appraiser that would be satisfactory to Lessee, and Lessor and Lessee will consult with the intent of

selecting a mutually acceptable appraiser. If a mutually acceptable appraiser is selected, the Fair Market Rental Value or the Fair Market Sales Value, as the case may be, shall be determined by such appraiser and Lessor and Lessee shall each bear one half of the cost thereof. If Lessee and Lessor are unable to agree upon a single appraiser within such 15-day period, two independent qualified appraisers, one chosen by the Lessee and one chosen by the Lessor shall jointly determine such value and Lessor shall bear the cost of the appraiser selected by Lessor and Lessee shall bear the cost of the appraiser selected by Lessee. If such appraisers cannot agree on the amount of such value within 15 days of appointment, one independent qualified appraiser shall be chosen by the American Arbitration Association. All three appraisers shall make a determination within a period of 15 days following appointment, and shall promptly communicate such determination in writing to the Lessor and Lessee. If there shall be a panel of three appraisers, the three appraisals shall be averaged and such average shall be the Fair Market Rental Value or Fair Market Sales Value, as the case may be. The determination made shall be conclusively binding on both the Lessor and Lessee. If there shall be a panel of three appraisers, Lessee shall bear the cost of the appraiser appointed by Lessee, Lessor shall bear the cost of the appraiser appointed by Lessor, and Lessee and Lessor shall equally share the cost of the third appraiser. If such appraisal is in connection with the exercise of remedies set forth in Section 15 of the Lease, Lessee shall pay the costs of such appraisal. Notwithstanding any of the foregoing, for the purposes of Section 15 of the Lease, the Fair Market Rental Value or the Fair Market Sales Value, as the case may be, shall be zero with respect to any Unit if Lessor is unable to recover possession of such Unit in accordance with the terms of paragraph (b) of Section 15.1 of the Lease.

"Fixed Purchase Price" shall mean, with respect to any Unit, the amount equal to the product of 46% and the Equipment Cost for such Unit.

"Fixed Rate Renewal Term" shall have the meaning specified in Section 22.3 of the Lease.

"Guarantor" shall mean Philip Morris Capital Corporation, a Delaware corporation.

"Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any materials, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenals, (d) defined

as a "hazardous material," "hazardous substance" or "hazardous waste" under applicable state laws, (e) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (f) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, or (g) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act.

"ICC" shall mean the Interstate Commerce Commission.

"Indemnified Person" shall have the meaning specified in Section 7.2(b) of the Participation Agreement.

"Indenture" or "Trust Indenture" shall mean the Trust Indenture and Security Agreement (GATC Trust No. 91-1), dated as of September 5, 1991 between the Owner Trustee, in the capacities described therein, and the Indenture Trustee, as amended, supplemented or otherwise modified from time to time, including supplementation by each Indenture Supplement pursuant thereto.

"Indenture Default" shall mean an Indenture Event of Default or an event which with notice or the lapse of time or both would become an Indenture Event of Default.

"Indenture Estate" shall have the meaning specified in the Granting Clause of the Indenture.

"Indenture Event of Default" shall have the meaning specified in Section 4.01 of the Indenture.

"Indenture Investment" shall mean any obligation issued or guaranteed by the United States of America or any of its agencies for the payment of which the full faith and credit of the United States of America is pledged.

"Indenture Supplement" shall mean an Indenture Supplement dated the Closing Date or the date that any Replacement Unit is subjected to the lien and security interest of the Indenture, substantially in the form of Exhibit A to the Indenture, between the Owner Trustee, in the capacities described therein, and the Indenture Trustee, covering the Units delivered on the Closing Date or such Replacement Unit, as the case may be.

"Indenture Trustee" shall mean Harris Trust and Savings Bank, an Illinois state banking corporation, as trustee under the Indenture and its successors thereunder.

"Indenture Trustee Agreements" shall mean the Operative Agreements to which the Indenture Trustee is or will be a party.

"Interchange Rules" shall mean the interchange rules or supplements thereto of the Mechanical Division of the Association

of American Railroads, as the same may be in effect from time to time.

"Interim Interest" shall have the meaning specified in Section 2.2(c) of the Participation Agreement.

"Interim Term" shall have the meaning specified in Section 3.1 of the Lease.

"Investment Banker" shall mean an independent investment banking institutions of national standing appointed by Lessee.

"Late Rate" shall mean (i) with respect to the portion of any payment of Rent that would be required to be distributed to the holders of the Equipment Notes pursuant to the terms of the Indenture, the lesser of 2% over the Debt Rate and the maximum interest rate from time to time permitted by law, and (ii) with respect to the portion of any payment of Rent that would be required to be distributed to Lessor pursuant to the terms of the Indenture or would be payable directly to Lessor, the Owner Participant or the Owner Trustee in its individual capacity, the lesser of 2% over the Prime Rate and the maximum interest rate from time to time permitted by law.

"Lease" or "Lease Agreement" or "Equipment Lease" shall mean the Equipment Lease Agreement (GATC Trust No. 91-1), relating to the Equipment, dated as of September 5, 1991, between the Owner Trustee, in the capacities described therein, as Lessor, and the Lessee as amended, supplemented or otherwise modified from time to time. The term "Lease" shall include each Lease Supplement entered into pursuant to the terms of the Lease.

"Lease Default" shall mean a Lease Event of Default or an event which with notice or lapse of time or both would become a Lease Event of Default.

"Lease Event of Default" and "Event of Default" shall mean an Event of Default under the Lease as specified in Section 14 thereof.

"Lease Supplement" shall mean a Lease Supplement (GATC Trust No. 91-1), dated the Closing Date or the date that any Replacement Unit is subjected to the Lease, substantially in the form of Exhibit A to the Lease, between the Lessor and the Lessee, covering the Units delivered on the Closing Date or such Replacement Unit, as the case may be.

"Lease Term" shall mean, with respect to any Unit, the Interim Term applicable to such Unit, the Basic Term applicable to such Unit and any Renewal Term applicable to such Unit then in effect.

"Lessee" shall mean General American Transportation Corporation, a New York corporation, and any corporation which succeeds thereto by merger or consolidation or which acquires all or substantially all of the assets thereof.

"Lessee Agreements" shall mean the Operative Agreements to which Lessee is a party.

"Lessor" shall have the meaning specified in the recitals to the Lease.

"Lessor's Liens" means any Lien affecting, on or in respect of the Equipment, the Lease or the Trust Estate arising as a result of (i) claims against Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Operative Agreements, or (ii) acts or omissions of the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Operative Agreements or in breach of any covenant or agreement of such Person set forth in any of the Operative Agreements, or (iii) taxes imposed against the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant or the Trust Estate which are not indemnified against by the Lessee pursuant to the Participation Agreement or under the Tax Indemnity Agreement, or (iv) claims against the Lessor or the Owner Participant arising out of the transfer (whether voluntary or involuntary) by the Lessor or the Owner Participant (without the consent of the Lessee, the Indenture Trustee and the Loan Participants) of all or any portion of their respective interests in the Equipment, the Trust Estate or the Operative Agreements, other than a transfer pursuant to Sections 10, 11, 12, 15 or 22 of the Lease.

"Lien" shall mean any mortgage, pledge, security interest, lien, encumbrance, lease, disposition of title or other charge of any kind on property.

"Loan Participant" shall mean and include each registered holder from time to time of an Equipment Note issued under the Indenture, including, so long as it holds any Equipment Notes issued thereunder, the Pass Through Trustee under the Pass Through Trust Agreement.

"Majority In Interest" as of a particular date of determination shall mean with respect to any action or decision of the holders of the Equipment Notes, the holders of more than 50% in aggregate principal unpaid amount of the Equipment Notes, if any, then outstanding which are affected by such decision or action, excluding any Equipment Notes held by the Owner Participant or an Affiliate of the Owner Participant unless all Equipment Notes are so held.

"Managers" shall mean Morgan Stanley & Co. Incorporated and Salomon Brothers Inc.

"Make-Whole Amount" shall mean, with respect to the principal amount of Equipment Note to be prepaid on any prepayment date, the amount which the Investment Banker determines as of the third Business Day prior to such prepayment date to equal the product obtained by multiplying (a) the excess, if any, of (i) the sum of the present values of all the remaining scheduled payments of principal and interest from the prepayment date to maturity of such Equipment Note, discounted semi-annually on each March 11 and September 11 at a rate equal to the Treasury Rate, based on a 360-day year of twelve 30-day months, over (ii) the aggregate unpaid principal amount of such Equipment Note plus any accrued but unpaid interest thereon by (b) a fraction the numerator of which shall be the principal amount of such Equipment Note to be prepaid on such prepayment date and the denominator of which shall be the aggregate unpaid principal amount of such Equipment Note; provided that the aggregate unpaid principal amount of such Equipment Note for the purposes of clause (a) (ii) and (b) of this definition shall be determined after deducting the principal installment, if any, due on such prepayment date.

"Modification" shall have the meaning specified in Section 9.2 of the Lease.

"Net Economic Return" shall mean both the net after-tax yield and total after-tax cash flow and the timing thereof expected by the original Owner Participant with respect to the Equipment, utilizing the multiple investment sinking fund method of analysis and the same assumptions as used by such Owner Participant in making the computations of Basic Rent, Stipulated Loss Value and Termination Value initially set forth in Schedules 3, 4 and 5 to the Participation Agreement.

"Non-Severable Modification" shall mean any Modification that is not readily removable without causing material damage to the Equipment or any Unit.

"Officer's Certificate" shall mean a certificate signed (i) in the case of a corporation by the President, any Vice President, the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of such corporation, (ii) in the case of a partnership by the Chairman of the Board, the President or any Vice President, the Treasurer or an Assistant Treasurer of a corporate general partner, and (iii) in the case of a commercial bank or trust company, the Chairman or Vice Chairman of the Executive Committee or the Treasurer, any Trust Officer, any Vice President, any Executive or Senior or Second or Assistant Vice President, or any other officer or assistant officer customarily performing the functions similar to those performed by the persons who at the time shall be such officers, or to whom any corporate trust matter is

referred because of his knowledge of and familiarity with the particular subject.

"Operative Agreements" shall mean the Participation Agreement, the Bill of Sale, the Trust Agreement, the Pass Through Trust Agreement, the Equipment Notes, the Lease, each Lease Supplement, the Indenture, each Indenture Supplement and the Tax Indemnity Agreement.

"Owner Participant" shall mean General Foods Credit Corporation, a Delaware corporation, and its permitted successors and assigns.

"Owner Participant Agreements" shall mean the Operative Agreements to which the Owner Participant is or will be a party.

"Owner Trustee" shall mean The Connecticut National Bank, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement and its successors thereunder.

"Owner Trustee Agreements" shall mean the Operative Agreements to which the Owner Trustee, either in its individual or fiduciary capacity, is or will be a party.

"Parent" means GATX Corporation, a New York corporation.

"Participants" shall mean the Loan Participant and the Owner Participant.

"Participation Agreement" shall mean the Participation Agreement (GATC Trust No. 91-1) dated as of September 5, 1991, among the Lessee, the Pass Through Trustee, the Owner Participant, the Owner Trustee and the Indenture Trustee.

"Pass Through Certificates" shall mean the Pass Through Certificates issued pursuant to the Pass Through Trust Agreement.

"Pass Through Trust Agreement" shall mean the Pass Through Trust Agreement, dated as of September 5, 1991, between the Lessee and the Pass Through Trustee.

"Pass Through Trustee" shall mean Harris Trust and Savings Bank in its capacity as trustee under the Pass Through Trust Agreement, and each other person which may from time to time be acting as successor trustee under the Pass Through Trust Agreement.

"Permitted Investments" shall mean (i) direct obligations of the United States of America and agencies thereof for which the full faith and credit of the United States is pledged, (ii) obligations fully guaranteed by the United States of America, (iii) certificates of deposit issued by, or bankers, acceptances

of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the States thereof having combined capital and surplus and retained earnings of at least \$500,000,000 (including the Indenture Trustee and the Owner Trustee if such conditions are met) and having a rating assigned to the long-term unsecured debt of such institutions by Standard & Poor's Corporation and Moody's Investors Service, Inc. at least equal to AA and Aa2, respectively, and (iv) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the laws of the United States of America or one of the States thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's Corporation or Moody's Investors Service, Inc. (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization; provided that if all of the above investments are unavailable, the entire amount to be invested may be used to purchase Federal Funds from an entity described in (iii) above; and provided further that no investment shall be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is 90 days or less from the date of purchase thereof.

"Permitted Liens" with respect to the Equipment and each Unit thereof, shall mean: (i) the interests of the Lessee and the Owner Trustee under the Lease and the Lease Supplements; (ii) the interest of the Lessee and any sublessee as provided in any sublease permitted pursuant to Section 8.3 of the Lease; (iii) any Liens thereon for taxes, assessments, levies, fees and other governmental and similar charges not due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings so long as there exists no material risk of sale, forfeiture, loss, or loss of or interference with use or possession of any Unit or interference with the payment of Rent; (iv) any Liens of mechanics, suppliers, materialmen, laborers, employees, repairmen and other like Liens arising in the ordinary course of Lessee's (or if a sublease is then in effect, any sublessee's) business securing obligations which are not due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings so long as there exists no material risk of sale, forfeiture, loss, or loss of or interference with use or possession of any Unit or interference with the payment of Rent; (v) the Lien and security interest granted to the Indenture Trustee under and pursuant to the Indenture, and the respective rights of the Loan Participants, the Indenture Trustee, the Owner Participant and the Owner Trustee under the Operative Agreements; (vi) Liens arising out of any judgment or award against the Lessee (or any sublessee permitted pursuant to Section 8.3 of the Lease) with respect to which an appeal or proceeding for review is being presented in good faith and for the payment of which adequate reserves have been provided as required by generally accepted accounting principles or other appropriate provisions have

been made and with respect to which there shall have been secured a stay of execution pending such appeal or proceeding for review and there exists no material risk of sale, forfeiture, loss, or loss of or interference with the use or possession of any Unit or any interest therein or interference with the payment of Rent; and (vii) salvage rights of insurers under insurance policies maintained pursuant to Section 12 of the Lease.

"Person" shall mean an individual, partnership, corporation, trust, association or unincorporated organization, and a government or agency or political subdivision thereof.

"Placement Agreement" shall mean that certain Placement Agreement between the Lessee and the Managers, pertaining to the sale of the Pass Through Certificates, as the same may be amended, modified or supplemented from time to time.

"Premium Termination Date" shall mean September 12, 2005.

"Prime Rate" shall mean the rate announced from time to time by Chase Manhattan Bank, N.A., or any successor thereto, as its prime commercial lending rate.

"Remaining Weighted Average Life" shall mean, with respect to prepayment of an Equipment Note, the number of days equal to the quotient obtained by dividing (A) the sum of the products obtained by multiplying (1) the amount of each remaining principal payment on such Equipment Note by (2) the number of days from and including the prepayment date to but excluding the scheduled payment date of such principal payment by (B) the unpaid principal amount of such Equipment Note.

"Renewal Term" shall mean, with respect to any Unit, any term in respect of which the Lessee shall have exercised its option to renew the Lease for such Unit pursuant to Section 22.3 thereof, including any Fixed Rate Renewal Term or Fair Market Renewal Term.

"Rent" shall mean all Basic Rent and Supplemental Rent.

"Rent Payment Date" or "Payment Date" shall mean each March 11 and September 11 of each year occurring during the Lease Term, commencing September 11, 1992 provided that if any such date shall not be a Business Day, then "Rent Payment Date" or "Payment Date" shall mean the next succeeding Business Day.

"Replacement Unit" shall mean a covered hopper car or a tank car, as the case may be, which shall have been leased under the Lease pursuant to Section 11.4 of the Lease.

"Required Modification" shall have the meaning specified in Section 9.1 of the Lease.

"Responsible Officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of any party contained in any Operative Agreement, the President, or any Vice President, Assistant Vice President, Treasurer, Assistant Treasurer or other officer, who in the normal performance of his operational responsibility would have knowledge of such matters and the requirements with respect thereto.

"Security" shall have the same meaning as in Section 2(1) of the Securities Act of 1933, as amended.

"Severable Modification" shall mean any Modification that is readily removable without causing material damage to the Equipment or any Unit.

"Scheduled Closing Date" shall have the meaning specified in Section 2.7 of the Participation Agreement.

"Stipulated Loss Value" for any Unit as of any date of determination shall mean the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in Schedule 4 to the Participation Agreement opposite the Determination Date on which such Stipulated Loss Value is being determined; provided that during any Renewal Term, "Stipulated Loss Value" shall be determined as provided in Section 22.5 of the Lease. Anything contained in the Lease or in the Participation Agreement to the contrary notwithstanding, Stipulated Loss Value for such Unit (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement or any deduction pursuant to Section 3.5 of the Lease) will, under any circumstances and in any event, be an amount which, together with any other amounts required to be paid by Lessee under the Lease in connection with an Event of Loss, will be at least sufficient to pay in full as of the date of payment thereof the aggregate unpaid principal of the Equipment Notes issued in respect of such Unit, together with all unpaid interest and premium, if any, thereon accrued to the date on which such amount is paid in accordance with the terms hereof and all other amounts then due to the holders of the Equipment Notes.

"Subsidiary" of any Person shall mean any corporation, association, or other business entity of which more than 50% (by number of votes) of the voting stock at the time outstanding shall at the time be owned, directly or indirectly, by such Person or by any other corporation, association or trust which is itself a Subsidiary within the meaning of this definition, or collectively by such Person and any one or more such Subsidiaries.

"Supplemental Rent" shall mean all amounts, liabilities and obligations (other than Basic Rent) which the Lessee is obligated to pay under the Operative Agreements to or on behalf of any of the other parties thereto, including, but not limited to, Termination Value and Stipulated Loss Value payments.

"Tank Cars" shall mean collectively those items of railroad rolling stock described in Schedule 1 to the Participation Agreement as tank cars together with any and all accessions, additions, improvements, substitutions and replacements from time to time incorporated or installed on any item thereof which are the property of the Lessor pursuant to the terms of a Bill of Sale or the Lease, and "Tank Car" shall mean individually the various items thereof.

"Taxes" shall have the meaning specified in Section 7.1(b) of the Participation Agreement.

"Tax Indemnity Agreement" shall mean the Tax Indemnity Agreement dated as of September 5, 1991 between the Lessee and the Owner Participant.

"Terminated Units" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Date" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Value" for any Unit as of any date of determination shall mean the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in Schedule 5 to the Participation Agreement opposite the Determination Date on which such Termination Value is being determined; provided that during any Renewal Term, "Termination Value" shall be determined as provided in Section 22.5 of the Lease. Anything contained in the Lease or in the Participation Agreement to the contrary notwithstanding, Termination Value for such Unit (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement or any deduction pursuant to Section 3.5 of the Lease) will, under any circumstances and in any event, be an amount which, together with any other amounts required to be paid by Lessee under the Lease in connection with such termination, will be at least sufficient to pay in full as of the date of payment thereof the aggregate unpaid principal of the Equipment Notes issued in respect of such Unit, together with all unpaid interest and premium, if any, thereon accrued to the date on which such amount is paid in accordance with the terms thereof and all other amounts then due to the holders of the Equipment Notes.

"Total Equipment Cost" shall mean the sum of the Equipment Cost for each Unit.

"Transaction Costs" shall have the meaning specified in Section 2.5(a) of the Participation Agreement.

"Transferee" shall have the meaning specified in Section 6.1(a) of the Participation Agreement.

"Treasury Rate" shall mean with respect to prepayment of each Equipment Note, a per annum rate (expressed as a semiannual equivalent and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield), determined to be the per annum rate equal to the semiannual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Equipment Note, as determined by interpolation between the most recent weekly average yields to maturity for two series of United States Treasury securities, (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Equipment Note and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Equipment Note, in each case as published in the most recent H.15(519) (or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Equipment Note is reported in the most recent H.15(519), as published in H.15(519)). H.15(519) means "Statistical Release H.15(519), Selected Interest Rates", or any successor publication, published by the Board of Governors of the Federal Reserve System. The most recent H.15(519) means the latest H.15(519) which is published prior to the close of business on the third Business Day preceding the scheduled prepayment date.

"Trust" shall have the meaning specified in the Trust Agreement.

"Trust Agreement" shall mean that certain Trust Agreement (GATC Trust No. 91-1), dated as of September 5, 1991, between the Owner Participant and The Connecticut National Bank, as amended, supplemented or otherwise modified from time to time.

"Trust Estate" shall have the meaning set forth in Section 2.2 of the Trust Agreement.

"Trustee" shall mean each of the Owner Trustee, the Indenture Trustee or the Pass Through Trustee and "Trustees" shall mean the Owner Trustee, Indenture Trustee and the Pass Through Trustee, collectively.

"Unit" shall mean each unit or item of Equipment.